1. Public Notice 6-15-26

   Documents:

   PUBLIC NOTICE FOR 6-15-26 AND 6-29-26.PDF

2. Contracts 6-15-26

   Documents:

   A-32-26 CORRECTED VERSION.PDF
   A-39-26.PDF
   A-40-26.PDF
   A-48-26.PDF
   A-48-26 ADDITIONAL INFO.PDF
   B-7-26 NCWEB.PDF
   B-9-26 NCWEB.PDF
   B-10-26 NCWEB.PDF
   E-75-26 CORRECTED VERSION.PDF
   E-76-26 NCWEB.PDF
   E-77-26 NCWEB.PDF
   E-78-26 NCWEB.PDF
   E-79-26 NCWEB.PDF
   E-80-26 NCWEB.PDF
   E-81-26 NCWEB.PDF
   E-82-26 NCWEB.PDF
   E-83-26 NCWEB.PDF
   E-83-26 ADDITIONAL INFO.PDF

3. 6-15-26 Additional Contracts

   Documents:

   A-29-26.PDF
   A-30-26.PDF
   A-30-26 ADDITIONAL INFO.PDF
   A-33-26.PDF
   A-34-26.PDF
   A-38-26.PDF
   B-8-26 NCWEB.PDF
   162-26 NCWEB.PDF
   163-26 NCWEB.PDF

4. 6-15-26 Rules Agenda Addendums

   Documents:

   6-15-26 PUBLIC WORKS ADDENDUM.PDF
   6-15-26 RULES ADDENDUM.PDF
   6-15-26 FINANCE ADDENDUM.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, JUNE 15, 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, JUNE 29, 2026 AT 1:00 PM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**.

COMMITTEE MEETING	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS & SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

FULL LEGISLATIVE SESSION	1:00PM

Dated: June 8th , 2026
Mineola, NY

MICHAEL C. PULITZER
Clerk of the Legislature

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees and prior to the call of the first committee of the day, members of the public may speak and on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. The Legislature streams every meeting live at http://www.NassauCountyNY.gov/agencies/Legis/index.html.

A-32-26 Corrected Version

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 15 P 12:00

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-32-2026

Revised

Subject: Telecommunications Maintenance and Repair	Date: March 25, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: American Communications Industries Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-32-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
6/15/2026	Chief Procurement Officer	6/15/26	Budget
6/15/26	County Attorney	6/18/26	County Executive
6/15/26	Insurance		

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To award and execute a blanket purchase order between the Nassau County Department of Information Technology and American Communications Industries Inc. for the telecommunications maintenance and repair.

Discussion: This is a sole source purchase. This vendor is being proposed as a sole source contractor for telecommunications maintenance and repair due to its 23 years of continuous service supporting Nassau County agencies. Their long-term experience has given them extensive knowledge of the County's systems, facilities, and protocols. Their qualifications include familiarity with all county sites and IT infrastructure. This specialized knowledge and long-standing involvement makes American Communications Industries uniquely qualified to continue providing uninterrupted telecommunications support.

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Seventeen Million Five Hundred Thousand Dollars ($17,500,000.00) from general funds ITGEN1200 and capital fund PWCAPCAP. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a sole source purchase order to American Communications Industries Inc.

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND AMERICAN COMMUNICATIONS INDUSTRIES INC..

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee that the firm American Communications Industries Inc.. meets all specifications for the service described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with American Communications Industries Inc..

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-32-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: March 25, 2026

SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($17,500,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY TO AMERICAN COMMUNICATIONS INDUSTRIES INC. FOR TELECOMMUNICATIONS MAINTENANCE AND REPAIR

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Lawrence Presser [LPRESSER@AMERICANCOMMUNICATION.COM]

Dated: 03/12/2026 11:01:40 am

Vendor: American Communications Industries, Inc.

Title: President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/25/2026

1) Proposer's Legal Name: American Communications Industries, Inc.

2) Address of Place of Business: 111 Kreischer Street

City: Staten Island State/Province/ Territory: NY Zip/Postal Code: 10309

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 186683426

5) Federal I.D. Number: 22-3426378

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would ask if our employee working at the County has any relationships with any County public servant that may create a conflict of interest. If the situation should arise, we would request more details and make a decision to avoid a conflict of interest.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/01/1996

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446
Vice President

Diane Misseri
57 Downes Avenue
Staten Island, NY 10312
President

iii) Name, address and position of all officers and directors of the company. If none, explain.

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446
Vice President

Diane Misseri
57 Downes Avenue
Staten Island, NY 10312
President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

30

vi) Annual revenue of firm;

3500000

vii) Summary of relevant accomplishments

For the last 23 years, American Communications has provided telecommunications maintenance and repair for Nassau County directly for the County.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

In addition to providing telecommunications maintenance and repair for Nassau County over the past 23 years, we have also done numerous projects for multiple locations in Nassau County.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Mitel Networks		
Contact Person	John Piro		
Address	430 Mountain Avenue		
City	New Providence	State/Province/Territory	NJ
Country	US		
Telephone	(212) 798-1824		
Fax #	(646) 213-3512		
E-Mail Address	john.piro@mitel.com		

Company	Johnson Controls, Inc.		
Contact Person	Michael Kalosieh		
Address	100 Lighting Way Suite 402		
City	Secaucus	State/Province/Territory	NJ
Country	US		
Telephone	(201) 305-6726		
Fax #	(855) 417-9211		
E-Mail Address	michael.kalosieh@jci.com		

Company	NYC DOT		
Contact Person	Mark DeMauro		
Address	3 Prince Street		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 689-3838		
Fax #			
E-Mail Address	mdemauro@dot.nyc.gov		

I, Lawrence Presser , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence Presser , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: American Communications Industries, Inc.

Electronically signed and certified at the date and time indicated by:
Lawrence Presser LPRESSER@AMERICANCOMMUNICATION.COM

Vice President
Title

03/25/2026
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Diane Misseri
   Date of birth: 03/24/1957
   Home address: 57 Downes Avenue
   City: Staten Island State/Province/ Territory: NY Zip/Postal Code: 10312
   Country: US

   Business Address: 111 Kreischer Stret
   City: Staten Island State/Province/ Territory: NY Zip/Postal Code: 10309
   Country US
   Telephone: 718-967-2220

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	11/11/2024	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If **Yes, provide** details.
   I own 50% of the company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If **Yes, provide** details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Diane Misseri , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Diane Misseri , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

American Communications Industries, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Diane Misseri DMISSERI@AMERICANCOMMUNICATION.COM

President
Title

03/25/2026 10:50:53 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Lawrence Presser
   Date of birth: 08/26/1944
   Home address: 7646 Porto Vecchio Place
   City: Delray Beach State/Province/ Territory: FL Zip/Postal Code: 33446
   Country: US

   Business Address: 111 Kreischer Street
   City: Staten Island State/Province/ Territory: NY Zip/Postal Code: 10309
   Country US
   Telephone: 718-967-2220

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	03/01/1996		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I have 50% ownership in the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
President of Porto Vecchio Property Owners Association

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lawrence Presser , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence Presser , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

American Communications Industries, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lawrence Presser LPRESSER@AMERICANCOMMUNICATION.COM

Vice President
Title

03/25/2026 10:32:49 am
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: American Communications Industries, Inc.

Address: 111 Kreischer Street

City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10309

Country: US

2. Entity's Vendor Identification Number: 22-3426378

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: 2026 Consultants Contractors and Vendors disclosure.doc

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

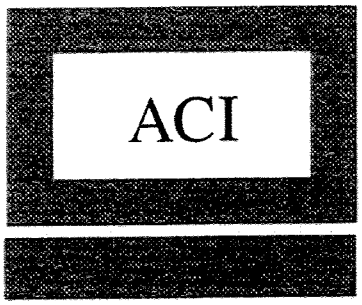
Diane Misseri
57 Downes Avenue
Staten Island, NY 10312

Lawrence Presser
7646 Porto Vecchio Place
Delray Place, NY 33446

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

34 Tanner Street
Haddonfield, NJ 08033
(856) 354-0974

111 Kreischer Street
Staten Island, NY 10309
(718) 967-2220
FAX (718) 967-8408

March 25, 2026

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

4) Closely Held Corporation. The name and home addresses of all Shareholders, Officers and Directors.

Diane Misseri
57 Downes Avenue
Staten Island, NY 10309

Lawrence Presser
7646 Porto Vecchio Place
Delray Beach, FL 33446

The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Lawrence Presser [LPRESSER@AMERICANCOMMUNICATION.COM]

Dated: 03/25/2026 10:24:38 am

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Compliance Approval

Status	Approved On	Approved By
Approved	**03/24/2026 10:39 AM**	**Allison Malhame**

Comment / Reject Reason

Go Actions

Action	Action On	Action By	Comments
Approved by Compliance	03/24/2026 10:39AM	Allison Malhame	
Submitted to Compliance	03/24/2026 10:07AM	Nancy Stanton	

Bruce A. Blakeman
COUNTY EXECUTIVE

Nancy Stanton-Molaro
COMMISSIONER

DEPARTMENT OF INFORMATION TECHNOLOGY

March 18, 2026

TO: Robert Cleary, Chief Compliance Officer
Nassau County Dept. of Shared Services

Subject: American Communications, Inc Blanket Renewal Sole Source

Robert,

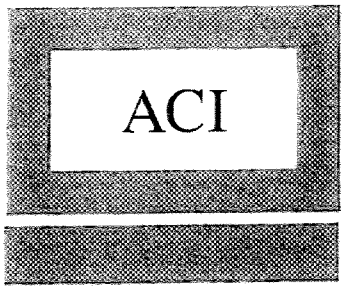
American Communications, Inc (ACI) is being proposed as the Sole Source Contractor for telecommunications maintenance and repair due to its 23 years of continuous service supporting Nassau County agencies. The company maintains low-voltage and fiber-optic wiring, phone systems, outside plant wiring, cabling infrastructure, and communications equipment. They also provide system analysis, design, and implementation for voice, data, fiber, and security projects. ACI works closely with multiple County departments, construction trades, along with Verizon, and assisting IntelliTec with security system upgrades. Their long-term experience has given them extensive knowledge of the County's systems, facilities, and protocols. Their qualifications include familiarity with all county sites and IT infrastructure, the ability to retrieve and manage work orders, direct communication with requesters, maintenance of all communications systems, certifications in key technologies, phone programming expertise, switch work, and experience with trenching and underground fiber installation.
This specialized knowledge and long-standing involvement make ACI uniquely qualified to continue providing uninterrupted telecommunications support.

Please let I.T. know if anything further is needed to approve the creation of the P.O.

Thank you,
Julie

Julie Curtis,
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918



AMERICAN COMMUNICATIONS INDUSTRIES, INC.

111 Kreischer Street
Staten Island, NY 10309
(718) 967-2220
FAX (718) 967-8408

March 11, 2026

Ms. Jessica Carney
Department Of Information Technology
NASSAU COUNTY
240 Old Country Road
Mineola, NY 11501

Dear Ms. Carney;

Please consider American Communications Industries, Inc. (ACI) as the Sole Source Contractor for providing telecommunications maintenance and repair for Nassau County.

ACI has been performing the IT Maintenance for all Nassau County agencies for 23 years. We have been maintaining all low voltage and fiber optic wiring in the facilities as well as phone systems, outside plant wiring, managing the facility cabling needs and communications equipment. In addition to daily service, ACI provides system analysis, design and implementation on individual projects including voice, data, fiber and security and fulfills all communications related material requirements.

ACI works with various members of the Department of Information Technology as well as site supervisors for Nassau County departments and buildings, electricians, plumbers and other construction personnel. We also serve as a liaison for Verizon when they need to locate their demarcation points in each County facility. Currently, we are working with Intellitech. ACI runs cables, mounts cameras and sites them so Intellitech can connect the cameras to the security system.

Due to our experience over the last two decades working with Nassau County, ACI has extensive knowledge of specific systems and protocols in Nassau County facilities. Please see a few examples listed below:

- Familiarity with all Nassau County sites, IT closets, cabling, software and switches, program phones
- Knowledge of NC computer system to retrieve work orders
- Organize MAC work and cutovers

- Deal with work order requestors directly
- Access and maintain all Nassau County systems including phone, alarm, elevator, speaker, paging and camera
- Possess knowledge and certifications for manufacturers and systems such as the Meridian System and Alcatel System
- Programming of the phones (Analog, Digital and IP phones)
- Switch work for the Alcatel system
- Underground fiber optic paths, feeder cables, fiber and trenching

Our experience and knowledge of Nassau County's systems and facilities allow us to continue providing excellent service if approved as a Sole Source Contractor for telecommunications maintenance and repair for Nassau County.

If you need any additional information, please let us know.

Thank you for your consideration.

Sincerely,

Lawrence Presser
AMERICAN COMMUNICATIONS INDUSTRIES, INC.

LP/as

Jul-26	NASSAU COUNTY SPREADSHEET	Labor	Material
Item			
	MAINTENANCE LABOR		
	Labor between the hours of 7:00 am and 6:00 pm Monday though Friday per technician and additional technician		
1	Hourly Rate	110.00	
1	Each additional quarter hour	41.25	
	Overtime Rates: All other times (after regular working hours listed as over or any time on Saturday or Sunday)		
1	Minimum charge 4 hours OT on Saturday	660.00	
1	Minimum charge 4 hours DT on Sunday	880.00	
1	Hourly rates after regular hrs Saturday	165.00	
1	Hourly rates Sundays	220.00	
1	Each additional quarter hour Saturday	41.25	
1	Each additional quarter hour Sunday	55.00	
1	Vehicle expense $50 per day		
	Response Time: Next business day unless issue is catastrophic or major failure		
	Labor between the hours of 7:00 am and 6:00 pm Monday though Friday per electrician		
2	Hourly Rate	175.00	
2	Each additional quarter hour	65.65	
	Overtime Rates: All other times (after regular working hours listed as over or any time on Saturday or Sunday)		
2	Minimum charge 4 hours OT on Saturday	1050.00	
2	Minimum charge 4 hours DT on Sunday	1400.00	
2	Hourly rates after regular hrs Saturday	239.25	
2	Hourly rates Sundays	319.00	
2	Each additional quarter hour Saturday	65.65	
2	Each additional quarter hour Sunday	87.50	
2	Vehicle expense $50 per day		
	Response Time: Next business day unless issue is catastrophic or major failure		
	Labor between the hours of 7:00 am and 6:00 pm Monday though Friday per Project Manager		
3	Hourly Rate	130.00	
3	Each additional quarter hour	48.75	
	Overtime Rates: All other times (after regular working hours listed as over or any time on Saturday or Sunday)		
3	Minimum charge 4 hours OT on Saturday	780.00	
3	Minimum charge 4 hours DT on Sunday	1040.00	

3	Hourly rates after regular hrs Saturday	195.00	
3	Hourly rates Sundays	260.00	
3	Each additional quarter hour Saturday	48.75	
3	Each additional quarter hour Sunday	65.00	
3	Vehicle expense $50 per day		
	Response Time: Next business day unless issue is catastrophic or major failure		
	Labor between the hours of 7:00 am and 6:00 pm Monday though Friday per Engineering Consultant		
4	Hourly Rate	250.00	
4	Each additional quarter hour	93.75	
	Overtime Rates: All other times (after regular working hours listed as over or any time on Saturday or Sunday)		
4	Minimum charge 4 hours OT on Saturday	1500.00	
4	Minimum charge 4 hours DT on Sunday	2000.00	
4	Hourly rates after regular hrs Saturday	375.00	
4	Hourly rates Sundays	500.00	
4	Each additional quarter hour Saturday	93.75	
4	Each additional quarter hour Sunday	125.00	
4	Vehicle expense $50 per day		
	Response Time: Next business day unless issue is catastrophic or major failure		
	PHONES & PERIPHERAL EQUIPMENT		
5	S/L Speakerphone	0.00	77.00
5	Premiere 7150, Natural - Analog Single Line Phones	0.00	68.50
5	Nortels Replacement for Premier 7150	0.00	68.50
5	2-Line Speakerphone	0.00	158.50
5	Price to test / tag / program digital sets	27.50	0.00
5	NT-M-7208 **	0.00	113.00
5	NT-M-7310 **	0.00	169.00
5	NT-M-7324 **	0.00	176.25
5	NT-T-7208 **	0.00	184.50
5	NT-T-7316 **	0.00	222.25
5	NT-T-24 KLM **	0.00	236.50
5	Polycom Soundstation New Sound Station 2	0.00	788.00
5	Polycom Soundstation Re-Furbished Station 2	0.00	375.00
5	Plantronics H-251 N Headsets	0.00	119.00
5	Plantronics M-22 Amplifier	0.00	133.50

5	Amplified Handset W/HAC	0.00	119.00
5	Emer Phones (Call Box)	0.00	180.25
5	Emergency Phones--Red	0.00	360.00
5	Viking E-1600 Emergency Set	110.00	597.00
5	Viking Back Box E-1600	55.00	243.50
5	Platronics Headset Adapter	0.00	23.32
5	Platronics Headset Cable	0.00	19.82
5	VALCOM 9440 PAGE ADAPTER / VALCOM 9972	110.00	315.00
5	VALCOM 2003A 3 ZONE PAGE CONTROLLER	110.00	375.00
5	VIKING EMERGENCY SPEAKERPHONE E10A	110.00	192.00
5	VIKING WEATHER RESISTANT SURFACE MOUNT BOX VE 5X5	110.00	98.00
	NORTEL KSU'S	0.00	
6	6 X 16 Ksu	110.00	556.50
6	8 X 24 Ksu	220.00	529.00
6	Exp. Cart. 6 Port	55.00	220.50
6	Exp. Cart. 2 Port	55.00	110.25
6	Trunk Module	55.00	259.75
6	Trunk Cartridge	27.50	148.50
6	Station Module	55.00	183.75
6	Mod 0/32 Ksu	440.00	618.25
6	NT-Cable Mgmt. Kit	55.00	30.75
6	MICS XC Software R x.x	220.00	1228.25
6	NT-Fastrad	55.00	125.00
6	Fiber 6-Port Expansion	55.00	477.50
6	Fiber Trunk Module	55.00	404.00
6	Fiber Station Module	55.00	440.75
6	CLID Trunk Cartridge	55.00	367.25
6	KLM	55.00	139.50
6	KLM power supply	55.00	51.50
6	BLF	55.00	88.25
6	NTI Analog Term. Adapt	55.00	117.00
	PROTECTION / UPS		
7	4 pair Cat 5e OSP Protector	55.00	53.50
7	240V MODS for C5E OSP Protector	0.00	12.25
7	4 pair Cat 6 OSP Protector	55.00	117.25

7	25 Pr. Protector Blocks w/ Fuses	110.00	411.40
7	Gas Mods for 25pr. Protector	0.00	3.50
7	100pr. Protector Blocks w/ Fuses	165.00	896.25
7	Gas Mods for 100pr. Protector	0.00	3.50
7	APC	0.00	TBD
7	POWER-VAR	0.00	TBD
	DISTRIBUTION		
	COPPER per FT		
8	Termination per 25 pr	27.50	0.00
8	25pr. Plenum--Cat 3	0.98	1.60
8	50pr. Plenum--Cat 3	2.30	3.25
8	100pr. Plenum--Cat 3	3.97	6.10
8	200pr. Plenum--Cat 3	8.05	10.25
8	25pr. Plenum-Cat 5E	0.98	5.25
8	25pr. Burial Filled--Cat 5	0.98	4.00
8	25pr. Aerial (Self-Support)	3.45	3.50
8	50pr. Aerial (Self-Support)	3.45	3.60
8	100PR. Aerial (Seif-Support)	0.36	5.25
8	400 pr. PE-89 CAT-3	6.90	17.75
8	300 pr. PE-89 CAT-3	3.45	9.75
8	100 pr. PE-89 CAT-3	2.30	5.00
8	25 pair PE 89 Cat3 OSP Copper Cable	0.98	2.00
8	50 pair PE 89 Cat3 OSP Copper Cable	1.50	3.25
8	CAT 6 OSP 4 PR PER FT	0.98	0.60
8	200 pr. PE-89 CAT-3	3.45	9.75
	COPPER--OTHER		
8	50pr. ARMM	2.30	3.90
8	100pr. ARMM	3.97	7.50
8	66-M1-50 Block	10.87	9.50
8	89D Bracket	5.41	2.25
8	NT 12E Mount	13.80	35.75
8	NT 1A Wafer	1.73	12.00
8	Copper splices--per pr.	0.98	
8	CAT 5 OSP 4PR PER ft.	0.69	0.35
8	CAT 5 OSP 25PR. PER ft.	0.98	3.90

	LEVITON - PATCH PANELS		
	Labor to install		
8	24 PORT PATCH PANELS-CAT- 6	110.00	238.50
8	48 PORT PATCH PANELS-CAT 6	110.00	418.70
8	CABLE ASSEMBLIES--VARIOUS	0.00	TBD
8	COPPER 4PR. PATCH CORDS	0.00	TBD
8	TYTON VERTICAL WIRE MANGERS (VWMSS4X5BK7)	165.00	227.90
8	EQUIPMENT SHELVES--19" x 25"	110.00	110.25
8	EQUIPMENT SHELVES	0.00	56.50
8	EQUIPMENT RACKS 72" 19"	0.00	233.20
8	EQUIPMENT SHELVES--19" x 24"	110.00	110.25
8	Leviton blank 48 port patch panel frame	55.00	85.00
8	Leviton blank 24 port patch panel frame	55.00	65.00
	DISTRIBUTION FIBER per FT		
9	6 Strand Armored Plenum Fiber-MM	3.85	3.00
9	12 Strand Armored Plenum Fiber-MM	3.85	4.25
9	24 Strand Armored Plenum Fiber-MM	3.85	7.30
9	48 Strand Armored Plenum Fiber-MM	4.20	19.25
9	6 Strand Fiber--Plenum-MM	2.53	1.15
9	12 Strand Fiber--Plenum-MM	2.53	1.93
9	24 Strand Fiber--Plenum-MM	2.53	4.45
9	48 Strand Fiber--Plenum-MM	2.99	12.34
9	6 Strand Fiber--Plenum-SM	2.53	0.85
9	12 Strand Fiber--Plenum-SM	2.53	1.48
9	18 Strand Fiber--Plenum-SM	2.53	1.92
9	24 Strand Fiber--Plenum-SM	2.53	3.15
9	48 Strand Fiber--Plenum-SM	2.99	7.74
9	6 St Fiber-- Burial Filled-MM	2.53	1.22
9	12 St Fiber-- Burial Filled-MM	2.53	2.33
9	6 Strand Fiber Self Support Aerial--MM	3.45	2.44
9	12 Strand Fiber Self Support Aerial--MM	3.45	2.92
9	24 Strand Fiber Self Support-Aerial--MM	3.45	6.20
9	6 Strand Fiber Self Support Aerial--SM	3.45	1.91
9	12 Strand Fiber Self Support Aerial--SM	3.45	2.39

9	24 Strand Fiber Self Support-Aerial--SM	3.45	3.39
9	48 strand ISP/OSP SM	3.45	4.88
9	24 strand ISP/OSP SM	2.99	2.12
9	12 strand ISP/OSP SM	2.99	1.48
9	6 strand ISP/OSP SM	2.99	0.74
9	48 strand ISP/OSP MM	2.99	10.60
9	24 strand ISP/OSP MM	2.99	4.77
9	12 strand ISP/OSP MM	2.99	4.88
9	6 strand ISP/OSP MM	2.99	1.59
9	Fiber Fan Out Kits- per 6 strand	110.00	40.28
9	Fiber Patch Cables - 96 strand ISP/OSP SM	3.62	6.15
9	Fiber Patch Cables - 25 Various Sizes	0.00	TBD
9	HDMI PLENUM UP TO 50FT	165.00	250.00
9	HDMI PLENUM UP TO 75FT	165.00	290.00
9	HDMI PLENUM 100 FT	220.00	350.00
9	HDMI PLENUM 150 FT	220.00	460.00
9	Fiber Patch Cables - 25 LC/SC SM	0.00	65.00
	COUPLING PANELS		
10	SC MM-12 port -loaded	8.28	91.41
10	SC SM-12 port-loaded	8.28	111.50
10	ST SM-12 port-loaded	8.28	122.50
10	LC SM-12 port-loaded	8.28	137.50
10	LC SM-24 port-loaded	8.28	220.50
10	LC-MM-12 port-loaded	8.28	126.75
10	LC MM-24 port-loaded	8.28	196.00
10	LC-LOMM 12 port-loaded	8.28	104.50
10	LC-LOMM 24 port-loaded	8.28	210.60
10	Identify / Light Test Fiber per strand	55.00	0.00
	CORNING UNICAM CERAMIC CONNECTORS		
11	LC --MM Conn	29.90	21.81
11	LC-LOMM Conn	29.90	22.65
11	LC --SM Conn	29.90	26.77
11	ST--MM Conn	29.90	20.33
11	ST--SM Conn	29.90	25.05
11	SC--MM Conn	29.90	25.71

11	SC-LOMM Conn	29.90	22.65
11	SC--SM Conn	29.90	25.05
11	SC/LC/ST FIBER TERM KIT per 100	0.00	87.52
11	36 Strand Splice Trays/Enclosures	414.00	299.00
11	72 Strand Splice TRAYS / ENCLOSURES	414.00	404.00
11	Fiber Splice - Fusion per strand	100.28	0.00
11	OTDR Testing- Misc	110.00	0.00
11	Fiber Other - Misc	TBD	0.00
11	48 Strand Splice Trays/Enclosures	374.90	346.50
11	24 Strand Splice Trays / Enclosures	413.43	299.00
	CORNING FIBER HOUSINGS		
12	12 Port LIU Wallmount	110.00	129.25
12	12 PORT LIU Rackmount	110.00	339.50
12	24 Port LIU Wallmount	110.00	281.60
12	24 PORT LIU Rackmount	110.00	339.30
12	48 Port LIU Wallmount	110.00	282.80
12	48 PORT LIU Rackmount	110.00	564.85
12	72 Port LIU	110.00	1028.41
12	Innerduct --1 1/4" Plenum p/ft	2.99	3.67
12	Maxcell	TBD	0.00
12	Innerduct--1" PVC p/ft	2.99	1.18
12	Innerduct--1 1/2" PVC p/ft	2.99	2.45
	FUJITSU ISDN / UPS EQUIPMENT		
	NOTE: THIS IS AN 'E' SITE!		
13	Fujitsu 1050 Set--Jail	0.00	265.00
13	Fujitsu 2000 Set--Jail	0.00	212.00
13	SEI DP-750 E POWER SUPPLY	220.00	4240.00
13	SEI DP-240 E POWER SUPPLY	220.00	3180.00
13	ISDN--Rack	110.00	127.20
13	ISDN--Panel	110.00	127.20
13	ISDN--Cards	55.00	127.20
	STATION CABLE - 4 Pair PLENUM - LABOR INCLUDES CABLE/JACKS/TERM		
	LEVITON JACKS		
14	Activate Prewires (x-conn)	55.00	0.00

14	CAT 6 - SINGLE RUN	220.00	84.50
14	CAT 6 - DUAL RUN	275.00	159.00
14	CAT 6 -TRIPLE RUN	330.00	242.50
14	CAT 6 - QUAD RUN	440.00	316.50
14	CAT 6 MODULES	0.00	9.70
14	Station Cable --Various	TBD	TBD
14	Certify Cat6 cable p/cable	20.70	0.00
	RG CABLE	0.00	
14	RG-6 PLENUM CO-AX p/ft	0.98	0.75
14	RG-6 CONN Compression 50 per pack	13.80	50.00
14	Station Cable - Various Supply Patch Cords 3ft blue	0.00	4.00
14	Station Cable - Various Supply Patch Cords 3ft white	0.00	4.00
14	Station Cable - Various Supply Patch Cords 5ft blue	0.00	4.80
14	Station Cable - Various Supply Patch Cords 5ft white	0.00	4.80
14	Station Cable - Various Supply Patch Cords 7ft blue	0.00	5.40
14	Station Cable - Various Supply Patch Cords 7ft white	0.00	5.40
14	Station Cable - Various Supply Patch Cords 10ft blue	0.00	6.40
14	Station Cable - Various Supply Patch Cords 10ft white	0.00	6.40
14	Station Cable - Various Supply Patch Cords 15ft blue	0.00	7.40
14	Station Cable - Various Supply Patch Cords 15ft white	0.00	7.40
14	Station Cable - Various Supply Patch Cords 25ft blue	0.00	9.00
14	Station Cable - Various Supply Patch Cords 25ft white	0.00	9.00
	LABOR		
14	Overtime	165.00	0.00
14	Certified Voice Technician	110.00	0.00
14	Overtime differential	55.00	0.00
14	Night Differential	22.00	0.00
14	Certified Data Technician	312.00	0.00
14	Asbestos Technician	312.00	0.00
14	Asbestos Supervisor	375.00	0.00
14	Engineering support for design services, per hour	250.00	0.00
14	Electrician	175.00	0.00
14	Project Manager	130.00	0.00
	MISC. TASKS		
14	Tag/Desi--Phone	55.00	0.00

14	Inside move Digital set /Program/ X-conn	110.00	0.00
14	Inside move SL set/ X conn	82.50	0.00
14	Stations > 150' (labor per 50') *	55.00	43.75
14	Power Pole--reuse	110.00	0.00
14	IDF consolidate (15' per flr.)	TBD	0.00
14	Additional labor cost for each dual 4 pair station cable at "E" sites	55.00	0.00
14	Additional labor cost for each dual 4 pair station cable at "S" sites	55.00	0.00
14	Delivery Charge	230.00	0.00
14	Certified Voice Technician 15 min per cable on the jack side and 15 minutes per cable on the IDF side for a total of ? Per cable x 56 cable for a total of 28 hours	110.00	0.00
14	Delivery / Rental - High Lows per month	0.00	200.00
14	DUAL CAT 6 SHIELDED CABLE RUN	330.00	268.00
14	CAT 6 SHIELDED JACK		13.31
14	SHIELDED CAT 6 PATCH CORD 3 METER		14.00
	MISC. MATERIAL		
15	Power Pole	150.50	279.25
15	Floor Mt. (Cast + Penetrate) Box	414.00	73.50
15	Wall Jack	55.00	12.25
15	25pr. X 25' CX Tails	110.00	56.50
15	4x4 Firecode Ply B.boards	163.50	127.20
15	4x8 Firecode Ply B.boards	163.50	233.20
15	15' Mounting Cords	10.00	4.90
15	25' Mounting Cords	10.00	6.13
	MISC HARDWARE		
15	Conduit Supports*	0.00	55.00
15	Horizontal Sleeves 2" sheet rock	74.00	73.46
15	Horizontal Sleeves 2" concrete	220.00	73.46
15	Horizontal Sleeves 4" sheet rock	110.00	88.15
15	Horizontal Sleeves 4" concrete	338.00	88.15
15	Firestop 1" penetration	55.00	40.00
15	Firestop 2" penetration	55.00	50.00
15	Firestop 3" penetration	110.00	67.00
15	Firestop 4" penetration	110.00	83.50
15	NT-46Di Hardware	55.00	77.50
15	1,000ft Reel White/Blue Cat6 Plenum	0.00	387.00

15	1,000 cross connect	TBD	63.50
15	Quickport Surface Housings- 41089-2IP	10.88	4.25
15	Siemon D-Rings	10.88	5.00
15	12" Ladder Rack	338.25	233.20
15	Wall Mounts for Ladder Rack	55.00	35.00
15	1/2" Velcro by 75ft # W-75-1RL-BK	TBD	30.75
15	1" Velcro by 75ft # 75-HRL-BK	TBD	43.00
15	Leviton Faceplates (1,2,3,4,5,and 6 port)	10.88	2.45
15	Leviton Blanks for Faceplates (pack of 10)	0.00	3.06
15	25' Silver Satin Line Cords	0.00	4.90
15	MISC Material (Screws, Anchors, Ty Raps, Tape, Printed Labels, Etc)	544.50	250.00
15	Misc Hardware Screws, Ty Raps	0.00	50.00
15	Mid Atlantic Wallmount Cabinet 18RU or equal	165.00	780.00
15	Mid Atlantic Wallmount Cabinet 26RU or equal	165.00	920.00
15	Cable Supports/J Hooks/ Various (Lot as needed)	626.25	500.00
15	3/4 INCH SEAL TIGHT PER FT	10.50	2.30
15	1 INCH SEAL TIGHT PER FT	11.75	4.00
15	1 1/2 INCH SEAL TIGHT PER FT	17.50	5.50
15	2 INCH SEAL TIGHT PER FT	20.50	7.00
15	SEAL TIGHT FITTINGS PER FT	TBD	
15	EXPLOSION PROOF FITTINGS	TBD	
15	1RU HORIZONTAL WIRE MANAGERS	50.75	55.00
15	MISC HARDWARE SCREWS, TY RAPS, EXPLOSION PROOF & SEAL TIGHT COMPRESSION COUPLINGS	110.00	825.00
	PAGING		
16	Valcom 15W 1036C HORN	165.00	153.00
16	Valcom 1020C CEILING SPEAKER	110.00	72.00
16	Valcom 2006A PAGE CONTROL	110.00	540.00
16	Valcom 2904 4 ZONE CONTROL UNIT	110.00	711.00
16	Valcom - Various	TBD	TBD
16	Valcom- Various Dual Paging Horn V-1050C	0.00	205.00
16	Valcom- Various 24 Volt Power Supply VP324D	0.00	30.00
16	Valcom- Various Wheelock Loud Bell WH-UTA-1	0.00	234.10
16	Valcom 5 WATT BI DIRECTIONAL HORN	149.50	251.00
	CONSTRUCTION--		
	REMOVE AND RESTORE		

17	Handholds w/secure covers- 4' x 4' (including racking & heavy including racking & heavy load rating)	1565.50	1696.00
17	Excavate/Trench/Restore 8" x 24"	TBD	TBD
17	Asphalt	64.00	6.73
17	Grass	41.50	6.73
17	Concrete (assume 4" concrete)	55.00	7.35
17	Sawcut asphalt / concrete (per ft.)	17.60	7.35
17	Missile under roadway (per ft.)	127.40	TBD
17	Excavate rodway pit for missile shot (per pit)	TBD	TBD
	CONDUIT / MOLDING per foot		
18	Surface mounted black box	11.00	6.12
18	LD-3	4.75	2.59
18	LD-3 CONN per 10'	0.00	2.33
18	LD-5	5.75	2.97
18	LD-5 CONN per 10'	0.00	2.33
18	LD-10	6.35	3.76
18	LD-10 CONN per 10'	0.00	3.20
18	Greenfield 1"	24.00	2.33
18	Greenfield 1.5"	30.25	4.97
18	Greenfield 2"	36.50	6.06
18	Galvanized Pipe 1"	30.25	4.81
18	Galvanized Pipe 2"	46.00	7.19
18	Galvanized Pipe 3"	61.00	15.05
18	Galvanized Pipe 4"	83.00	20.25
18	EMT 1/2"	21.50	0.74
18	EMT 3/4"	26.50	1.47
18	EMT 1"	36.50	3.18
18	EMT 2"	45.25	4.56
18	EMT 3"	55.00	5.30
18	EMT 4"	64.00	7.42
18	SCHED 40 PVC 1.25 "	12.25	1.06
18	SCHED 40 PVC 2"	14.00	4.24
18	SCHED 40 PVC 3"	20.25	6.36
18	SCHED 40 PVC 4"	23.30	8.48
18	Pullbox 12"X 12"X 6" Metal	287.50	174.90
18	Pullbox 12"X 12"X 6" PVC	287.50	83.74
18	Pullbox 24" x 24"x 8" Metal	395.60	452.97

18	Pullbox 24" x 24"x 8" PVC	207.00	335.02
18	CORES 1" - 2" THRU CONCRETE DECK	402.50	73.78
18	CORES 2" - 3" THRU CONCRETE DECK	529.00	80.80
18	CORES 3" - 4" THRU CONCRETE DECK	644.00	95.61
18	WALL PENETRATIONS 1" - 2"	105.80	72.72
18	WALL PENETRATIONS > 2"	212.75	88.15
18	TELEPHONE POLE 30' -CLASS 5	2070.00	1590.00
18	Directional Boring per FT	110.00	26.50
18	ROD AND ROPE CONDUIT PER FT	2.99	0.32
18	PUMP MANHOLES EA	322.00	0.00
18	Use Ground Penetrating Radar to locate in ground facilities, cost is per foot	21.39	0.00
18	12 Strand Armored Plenum Fiber-SM	2.53	2.28
18	24 Strand Armored Plenum Fiber-SM	3.80	4.01
18	96 strand ISP/OSP SM	3.80	5.83
18	HOFFMAN OUTSIDE RATED ENCLOSURE 24 INCH WITH MOUNTING RAIL AND AC / HEAT CABINET PN PTHS242428G4A MOUNTING RAIL PN CP2020 THERMOSTAT PN 16DAH2001A	212.00	6825.00
18	HOFFMAN OUTSIDE RATED ENCLOSURE 36 INCH WITH MOUNTING RAIL AND AC / HEAT CABINET PN PTHS362428G4AMOUNTING RAIL PN CP3220 THERMOSTAT PN DAH2001A	212.00	7105.00
18	HOFFMAN POLE MOUNT KIT FOR OUTSIDE RATED ENCLOSURE 36 INCH WITH MOUNTING RAIL AND AC / HEAT POLE MOUNT KIT PN CPMK24	212.00	402.80
18	6 Strand Armored Plenum Fiber-SM	2.75	1.82
18	CABLE REMOVAL FROM CEILINGS AND OR UNDERGROUND SERVICES T&M HRS TBD UPON SURVEY	110.00	0.00
18	CABLE SUPPORTS ABOVE CEILING / BUTTON RUNS ON EXPOSED WALLS (EACH)	21.25	8.48
18	24 strand Armored Plenum Fiber-SM indoor / outdoor	3.80	3.82
18	12 strand Armored Plenum Fiber-SM indoor / outdoor	3.80	2.76
18	CALL BOX FOR JAIL GAITRONICS	110.00	988.00
18	Speaker Wire 2 Conductor Non Shielded	110.00	21.20
18	Speaker Wire 2 Conductor Shielded	110.00	29.68
18	Door Phone SS Avaya NT8B79FDE NOO72559	110.00	339.20
18	Bogen Paging Amplifier 250 Watts	110.00	1039.81
18	Viking Call Box VK-E-10A	110.00	185.50
18	Viking Backbox VE-5x5	110.00	90.10
18	METAL POLE FT INCLUDES EXCAVATION, CONCRETE FOUNDATION, REBAR, CYLINDRICAL TUBING, DIRT REMOVAL, 3 TRIPS TO JOB SITE	2070.00	5528.96

18	HUBBELL 4FT X 4 FT X 4FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE	1811.00	3561.00
18	HUBBELL 4FT X 4 FT X 4FT QUASITE BOX COVER	110.00	2374.00
18	HUBBELL 2FT X 2 FT X 3FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE	1811.00	1780.00
18	HUBBELL 2FT X 2 FT X 3FT QUASITE BOX COVER	110.00	578.00
18	HUBBELL 2FT X 2 FT X 2FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE	1351.25	1662.00
18	HUBBELL 2FT X 2 FT X 2FT QUASITE BOX COVER	110.00	574.00
18	144 STRAND OSP SINGLE MODE FIBER INDOOR OUTDOOR RISER RATED NON ARMORED FIBER	4.20	10.49
18	Plantronics cable assembly 3.5MM QD spare 40845.01	0.00	32.86
18	Plantronics cable assembly midi with QD lock 40845.01	0.00	37.10
18	FUSION FIBER SPLICES PER 6 AFL TELECOMMUNICATIONS FUSE LC9SMU-6	0.00	116.60
18	4RU FIBER PANEL HELLERMANN TYTON FERM 4U	0.00	424.00
18	FIBER ADAPTER PANEL SM PANEL HELLERMANN TYTON FAP6DSMLC	0.00	84.80
18	12 GAUGE STRANDED WIRE GREEN JACKET THNN STR12 GRN-2500 S	0.00	0.21
18	MULE TAPE 1/2 INCH 1250 TENSILE STRENGTH 5000FT	0.00	344.50
18	L COM 18x16x8 Inch 120 VAC Weatherproof Enclosure w/User Adjustable Fan/Heater Thermostat	110.00	744.12
18	POLE MOUNT KIT FOR L COM 18x16x8 Inch 120 VAC Weatherproof Enclosure w/User Adjustable Fan/Heater Thermostat	110.00	82.68
18	VALCOM PAGE ADAPTER V 9972	110.00	345.00
18	VALCOM WALL SPEAKER V1052C	110.00	56.18
18	VALCOM MOUNTING BRIDGE V9914M-5	27.50	22.00
18	VALCOM POWER SUPPLY VP624D	27.50	68.00
18	4 CONDUCTOR SPEAKER WIRE PLENUM 16 GAUGE BELDEN SHIELDED PER RUN	110.00	95.40
18	4 CONDUCTOR SPEAKER WIRE PLENUM 18 GAUGE BELDEN SHIELDED PER RUN	110.00	42.40
18	4 PAIR CAT 6 PLENUM WHITE CABLE FOR SPEAKER RUNS BELDEN PER RUN	110.00	42.40
18	HUBBELL 2FT X 2 FT X 2FT QUASITE BOX WITH OPEN BOTTOM FOR DRAINAGE - Difference Delta for material increase	110.00	504.00
18	HUBBELL 2FT X 2 FT X 2FT QUASITE BOX COVER - Difference Delta for material increase	110.00	202.00
19	Plantronics HW510 OncorePro replaced Plantronics H-251 headsets which are discontinued	0.00	118.72
19	19 INCH RACK 7FT TALL X 19 INCH WIDE BY 3 INCH DEEP MATERIAL ONLY	0.00	185.50
19	BLACK HEADSETS FOR ALCATEL-LUCENT MODEL 8018 AND 8210 PHONES	0.00	23.32
19	PLANTRONICS HEADSET MODEL SAVI 8210	0.00	393.51
19	4 POST 19 INCH RACK 7FT TALL X 19 INCH WIDE BY 29 INCH DEEP	220.00	1113.00
19	Wallmount cabinet 23.6 w x 14.8 h x 19.7 d CPI or equal	110.00	477.00
19	Plantronics quick disconnect cable 3.5 mm	0.00	30.00
19	Plantronics 10' lightweight adapter	0.00	30.00
19	TELEPHONE POLE 40' -CLASS 5 DELIVERY, LABOR, AND MATERIAL	4500.00	2120.00
19	TELEPHONE POLE HARDWARE MISCL TBD AS REQUIRED	110.00	TBD

19	6M MESSANGER STRAND PER FT	2.53	0.85
19	BLACK HANDSETS FOR ALCATEL-LUCENT MODEL 8018 AND 8019 PHONES ADDED 1-3-20	0.00	23.32
19	50 FT PHONE LINE CORDS 4 CONDUCTOR BLACK	0.00	10.50
19	50 FT PHONE LINE CORDS 6 CONDUCTOR BLACK	0.00	23.00
19	LAY IN SPEAKER WITH BACKBOX VALCOM 9022A	110.00	110.00
19	VALCOM WALL MOUNT SPEAKER V1016	155.25	136.00
19	VALCOM POWER SUPPLY VP412D	51.75	260.00
	CAT 6A SINGLE RUN	270.25	136.00
	CAT 6A DUAL RUN	338.10	272.00
	CAT 6A TRIPLE RUN	404.80	408.00
	CAT 6A QUAD RUN	540.50	580.00
	CAT 6A INSERT MATERIAL ONLY	0.00	14.70
	24 PORT CAT 6A PATCH PANEL	110.00	533.00
	48 PORT CAT 6A PATCH PANEL	110.00	817.00
	CAT 6A PATCH CORD 2 METER	0.00	12.00
	CAT 6A PATCH CORD 3 METER	0.00	16.00
	SUPPLY 1 BOX OF CAT 6A PLENUM MATERIAL ONLY	0.00	704.00
	FULLY ENCLOSED 84 INCH HIGH x 42 INCH DEEP x 24 INCH WIDE WITH AIR CONDITIONING	338.00	1140.00

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

AMERICAN COMMUNICATIONS INDUSTRIES INC.
111 KREISCHER STREET
STATEN ISLAND, NY 10309

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

223426378

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY600619002

3c. Policy effective period

04-01-2026 to 03-31-2027

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 03-12-2026 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840	CONTACT NAME: Kimberly Smith PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ksmith@globalund.com
INSURED American Communications Industries Inc. 111 Kreischer Street Staten Island NY 10309	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Indemnity Co. of CT 25682 INSURER B : Travelers Indemnity Company 25658 INSURER C : NJ Manufacturers Group 12122 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CO9E667704	09/22/2025	09/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA5N858093	09/22/2025	09/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP6J874964	09/22/2025	09/22/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W41919225	09/22/2025	09/22/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as Additional Insured as respects to General Liability [excluding Professional Liability], per written contract requirements, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Nassau County
240 Old County Road
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kimberly Smith

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Nassau County Shared Services,
Office of Purchasing

Staff Summary A-39-2026

Subject: Ford OEM Auto Parts (BPNC22000255; S/B (06071-08182-184)	Date: April 24, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Hempstead Ford Lincoln
Department Head Name: Melissa Gallucci	Contract Number: A-39-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

2026 JUN -8 P 12:1 NASSAU COUNTY LEGISLATURE

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
5/4/2026 BBG	Chief Procurement Officer	6/8/26	Budget
5/14/26 BS	County Attorney	AW 6/9/26	County Executive
5/21/26 SLS	Insurance		

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To notify the Rules Committee that funding for blanket purchase order BPNC22000255 for Ford OEM Auto Parts has reached a level that requires additional oversight by said committee. This blanket purchase order has been in effect since November 15, 2022,

Discussion: This solicitation was advertised in Newsday, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs were notified of this solicitation.

7 Vendors Viewed the solicitation	**2 Vendors bid on this solicitation**
0 Woman owned business	0 Woman owned business
0 Minority (African/	0 Minority (African/American)
0 Small Business	0 Small Business
0 Service Disabled (Veteran) owned	0 Service Disabled (Veteran) Owned
0 Veteran Owned Business	0 Veteran Owned Business
7 None of the Above	2 None of the Above

The identified lowest responsible bidder Hempstead Ford Lincoln, is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services was Two Million Six Hundred Fifty Thousand Dollars ($2,650,000.00.) from budget codes PWGEN0320, CCGEN1520 DD408, PDPDD2569 DD408 This request for oversight is for an increase in funding for an additional One Million Five Hundred Thousand Dollars ($1,500,000.00) Dollars for the remainder of this contract to November 14, 2027.

Recommendation: Department of Shared Services, Office of Purchasing recommends approval of the additional funds for this blanket purchase order with Hempstead Ford Lincoln.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-39-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: April 24, 2026

SUBJECT: RESOLUTION – POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT (INCREASE AUTHORIZATION) FOR A BLANKET PURCHASE ORDER SO THAT THE TOTAL AUTHORIZATION SHALL BE FOUR MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($ 4,150,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, TO HEMPSTED FORD LINCOLN, WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID PROPOSAL
(5) CERTIFICATE OF LIABILITY INSURANCE
(6) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND HEMPSTEAD FORD LINCOLN.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 06071-08182-184 for Ford OEM Parts as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that HEMPSTEAD FORD LINCOLN submitted the lowest responsible bid that meets all specifications for the product and/or services described in the said bid document, and was awarded a Blanket Purchase Order (BPNC22000255); and

WHEREAS, the Commissioner is representing to the Rules Committee that the BPO with Hempstead Ford Lincoln, has reached a level of spending requiring oversight approval by the Rules Committee, as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said BPO with Hempstead Ford Lincoln.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
MARIA ALMEIDA [HEMPSERVICE@AOL.COM]

Dated: 04/20/2026 10:47:27 am

Vendor: HEMPSTEAD FORD LINCOLN

Title: PARTS MANAGER

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/20/2026

1) Proposer's Legal Name: HEMPSTEAD FORD LINCOLN

2) Address of Place of Business: 301 NORTH FRANKLIN STREET

City: HEMPSTEAD State/Province/ Territory: NY Zip/Postal Code: 11550

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 483-7200

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-1968002

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

NO CONFLICT POLICY
SEE ATTACHMENT

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/07/1928

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

PRESIDENT - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

iii) Name, address and position of all officers and directors of the company. If none, explain.

PRESIDENT - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

103

vi) Annual revenue of firm;

1440566

vii) Summary of relevant accomplishments

HEMPSTEAD FORD LINCOLN HAS SUCCESSFULLY SUPPLIED FORD OEM PARTS FOR THIS CONTRACT FOR THE LAST 10 YEARS

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

94

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

HEMPSTEAD FORD LINCOLN HAS SUCCESSFULLY SUPPLIED FORD OEM PARTS FOR THIS CONTRACT FOR THE LAST 10 YEARS

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	TOWN OF HEMPSTEAD SANITATION DEPARTMENT		
Contact Person	THOMAS MATTHEWS		
Address	1600 MERRICK ROAD		
City	MERRICK	State/Province/Territory	NY
Country	US		
Telephone	(516) 378-4210		
Fax #			
E-Mail Address	TMATTHEWS@TOHMAIL.COM		

Company	ALBERT ZOLEZZI AUTO BODY INC.		
Contact Person	NANCY ZOLEZZI		
Address	432 WILLIS AVENUE		
City	WILLISTON PARK	State/Province/Territory	NY
Country	US		
Telephone	(516) 248-8716		
Fax #			
E-Mail Address	JOEZOLEZZI@GMAIL.COM		

Company	BARRON BODY WORKS		
Contact Person	DARREN		
Address	381 SAGAMORE AVENUE		
City	MINEOLA	State/Province/Territory	NY
Country	US		
Telephone	(516) 746-6333		
Fax #			
E-Mail Address	BARRONBODYWORKS@HOTMAIL.COM		

I, MARIA ALMEIDA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, MARIA ALMEIDA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: HEMPSTEAD FORD LINCOLN

Electronically signed and certified at the date and time indicated by:
MARIA ALMEIDA HEMPSERVICE@AOL.COM

PARTS MANAGER
Title

04/20/2026 10:49:50 am
Date

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 DLN

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51584

This person is REGISTERED AS A
NEW MOTOR VEHICLE DEALER
pursuant to the provisions of the Vehicle and Traffic Law.

This document does not certify that this business complies with zoning and other local laws

61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 ISP

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51583

This person is LICENSED AS A
PUBLIC INSPECTION STATION
pursuant to the provisions of the Vehicle and Traffic Law.
1A-1B-2A-2B-DL

This document does not certify that this business complies with zoning and other local laws

61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 12/31/27

FACILITY IDENTIFICATION NO. 1300012 RS

HEMPSTEAD LINCOLN
MERCURY MOTORS CORP
DBA HEMPSTEAD FORD LINCOLN MERCURY
301 N FRANKLIN ST
HEMPSTEAD NY 11550

Validation Date and Number: 11/03/25 51582

This person is REGISTERED AS A
REPAIR SHOP
pursuant to the provisions of the Vehicle and Traffic Law.

This document does not certify that this business complies with zoning and other local laws

1P (11/95)

POST IN A CONSPICUOUS PLACE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: JOHN D BILLARD
   Date of birth: 12/16/1957
   Home address: 7 HAMPTON ROAD

City:	PORT WASHINGTON	State/Province/ Territory:	NY	Zip/Postal Code:	11050
Country:	US				

Business Address: 301 NORTH FRANKLIN STREET

City:	HEMPSTEAD	State/Province/ Territory:	NY	Zip/Postal Code:	11550
Country	US				
Telephone:	516-483-7200				

Other present address(es):

City:	HEMPSTEAD	State/Province/ Territory:	NY	Zip/Postal Code:	11550
Country:	US				
Telephone:	5164837200				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	02/13/2006	Treasurer	
Chairman of Board		Shareholder	02/13/2006
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	02/13/2006
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   25% of ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, VILLAGE OF HEMPSTEAD

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, JOHN BILLARD , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JOHN BILLARD , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

HEMPSTEAD FORD LINCOLN

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John Billard JBILLARD@HEMPSTEADFLM.COM

PRESIDENT

Title

04/20/2026 11:01:23 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: JEFFREY E SOUKUP
   Date of birth: 10/27/1954
   Home address: 8 WHITE PINE LANE

City:	POQUOTT	State/Province/ Territory:	NY	Zip/Postal Code:	11733
Country:	US				

Business Address: 301 NORTH FRANKLIN STREET

City:	HEMPSTEAD	State/Province/ Territory:	NY	Zip/Postal Code:	11550
Country	US				
Telephone:	516-483-7200				

Other present address(es):

City:	POQUOTT	State/Province/ Territory:	NY	Zip/Postal Code:	11733
Country:	US				
Telephone:	5164837200				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	04/17/1992
Chairman of Board		Shareholder	04/17/1992
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	04/17/1992
Vice President	04/17/1992		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   75%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Crumlin Road Gaol, LLC. 33%
31 Sealey Avenue Real Estate Holding Company, LLC 50%
Imported Motor Cars of Long Island, LLC 75%

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, JEFFREY SOUKUP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JEFFREY SOUKUP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

HEMPSTEAD FORD LINCOLN

Name of submitting business

Electronically signed and certified at the date and time indicated by:
JEFFREY SOUKUP JSOUKUP@HEMPSTEADFLM.COM

VICE PRESIDENT

Title

04/20/2026 11:07:16 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: HEMPSTEAD FORD LINCOLN

Address: 301 NORTH FRANKLIN STREET

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-1968002

3. Type of Business: Other (specify) S CORPORATION

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

PRESIDENT 25% - JOHN D. BILLARD 7 HAMPTON ROAD, PORT WASHINGTON, NEW YORK 11050
VICE PRESIDENT 75% - JEFFREY E. SOUKUP 8 WHITE PINE LANE, POQUOTT, NEW YORK 11733

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Crumlin Road Gaol, LLC. 33%
31 Sealey Avenue Real Estate Holding Company, LLC 50%
Imported Motor Cars of Long Island, LLC 75%

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
MARIA ALMEIDA [HEMPSERVICE@AOL.COM]

Dated: 04/30/2026 12:10:10 pm

Title: PARTS MANAGER

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Client#: 66415 HEMPLIN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Support	
Edgewood Partners Ins. Center 40 Marcus Drive 3rd Floor Melville, NY 11747	PHONE (A/C, No, Ext): 631-390-9700	FAX (A/C, No): 631-390-9790
	E-MAIL ADDRESS: Autodealercert@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Hempstead Lincoln Mercury John Billard 301 North Franklin Street Hempstead, NY 11550	INSURER B : The Continental Insurance Company	35289
	INSURER C : Nautilus Insurance Company	17370
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		AYA763320564	08/01/2025	08/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X BI/PD Ded:5,000						MED EXP (Any one person)	$5,000
	X Garage Liability						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AYA763320564	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB OCCUR			AYU763337090	08/01/2025	08/01/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$20,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liab			CST200943322	08/01/2025	08/01/2026	$1,000,000 Per Claim $1,000,000 All Claims $5,000 Ret/Retro 8/1/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is included as additional insured as respects liability insurance as per written contract.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Keron ver Schmitt

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KFO01

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 01

TO CONTRACTOR:
111968002
HEMPSTEAD FORD LINCOLN MERCURY
301 NORTH FRANKLIN STREET

HEMPSTEAD NY 11550-

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
SULLIVAN, ANNETTE 1-1603
(516) 571-1603

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	11/14/2023	11/15/22	0%	NET

TERMS:

TITLE: FORD OEM AUTO PARTS

AUTHORITY: AWARDED UNDER S/B # 06071-08182-184 AFTER PUBLISHED NOTICE R/R 150-2022

BUYER: ANETTE SULLIVAN

REPLACES: BPNC17000089

THE MAXIMUM AUTHORIZED UNDER THIS BLANKET INCLUDING ANY RENEWAL OPTION THAT MAY BE EXCERISED BY THE DIRECTOR OF SHARED SERVICES SHALL BE $2,650,000.00

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder agrees that all political subdivisions of New York State, and all other entities authorized by law to make such purchases, may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

****

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

Director
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney.

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	060-71		EA	

FORD ORIGINAL EQUIPMENT PARTS (OEM), AUTOMOTIVE

FORD OEM AUTO PARTS
PERCENTAGE OF DISCOUNT: 2% OVER COST
APPLICABLE PRICE COLUMN: DEALER COST
NAME, NUMBER & DATE OF PRICE LIST: JULY 1, 2022 FPS 3642
PRICE LIST SUBSCRIPTION CHARGE: NONE

---------- END OF ITEM LIST ----------

TERMS:

RR

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

WORK TO BE PERFORMED FOR: VARIOUS NC AGENCIES

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.
THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.
ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b.220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 03

BE DEEMED TERMINATED AND CANCELLED.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * * * * *

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
*** BE RETURNED TO YOU UNPAID.**********

PRICES: SHALL REMAIN FIRM FOR THE FIRST SIX MTHS OF BLANKET PURCHASE Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed to the Director. The decision as to whether or not such increases will be granted shall be made by the Director and shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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UNSATISFACTORILY PERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County, and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

ANY BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THIS BID WILL ESTABLISH TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME,

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC22000255 PRINT DATE: 11/28/2022 PAGE: 05

FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THE BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

Appendix EE:
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.
The Contractor shall comply with all federal,state & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002,entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment,employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations & rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings,

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DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OR SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

transfers and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c)The contractor shall state, in all solicitations or advertisements for employees,that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Publics Works when made. A copy of the utilization plan and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the

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DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition,the contracting agency may require the contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:

(a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, This Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.

(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or

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SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

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3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

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7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

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penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendtions, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director,shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding

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BLANKET PURCHASE ORDER

upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the following term meanings shall apply:

"Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

"County Contract" shall mean (i)a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor,licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of

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the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review the bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standsrds and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts

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regarding their bid documents.

"Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided,however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law - Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations. State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

Prohibition of Gifts

In accordance with County Executive Order 2-2018, the contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a 'County Representative'), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, 'anything of value' shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For the purpose of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The contractor shall include the provisions of this subsection in each subcontract entered into under this agreement.

Disclose of Conflicts of interest

In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

ALL TERMS AND CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS FORMAL SEALED BID NUMBERED 06071-08182-184 DATED 08/18/22

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

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DIRECTOR
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DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-40-2026

Subject: Golf Carts- Lease Rebid (BPNC22000093; S/B (97538-02172-017)	Date: April 24, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Fairway Golf Car Corp.
Department Head Name: Melissa Gallucci	Contract Number: A-40-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

2026 JUN -8 P 12:11

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
5/14/2026 SRM	Chief Procurement Officer	6/8/26	Budget
5/21/26 JES	County Attorney	6/9/26	County Executive
5/21/26 JES	Insurance		

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To notify the Rules Committee that funding for blanket purchase order BPNC22000093 for Golf Carts-Lease has reached a level that requires additional oversight by said committee. This blanket purchase order has been in effect since May 11, 2022,

Discussion: This solicitation was advertised in Newsday, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs were notified of this solicitation.

2 Vendors Viewed the solicitation	**3 Vendors bid on this solicitation**
0 Woman owned business	0 Woman owned business
0 Minority (African/	0 Minority (African/American)
0 Small Business	1 Small Business
0 Service Disabled (Veteran) owned	0 Service Disabled (Veteran) Owned
0 Veteran Owned Business	0 Veteran Owned Business
2 None of the Above	2 None of the Above

The identified lowest responsible bidder, Fairway Golf Car Corp., is listed as a small business.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services was One Million One Hundred Eighty-Six Thousand Dollars ($1,186,000.00.) from budget code PKGEN 3613/DE500 for a five year lease. This request for oversight is for an increase in funding for an additional Two Hundred Fifty Thousand Dollars ($250,000.00) Dollars for the remainder of this contract to May 10, 2027.

Recommendation: Department of Shared Services, Office of Purchasing recommends approval of the additional funds for this blanket purchase order with Fairway Golf Car Corp.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-40-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: April 24, 2026

SUBJECT: RESOLUTION – PARKS DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO APPROVE OVERSIGHT (INCREASE AUTHORIZATION) FOR A BLANKET PURCHASE ORDER SO THAT THE TOTAL AUTHORIZATION SHALL BE ONE MILLION FOUR HUNDRED THIRTY-SIX THOUSAND DOLLARS ($ 1,436,000.00) ON BEHALF OF THE NASSAU COUNTY PARKS DEPARTMENT, TO FAIRWAY GOLF CAR CORP,, WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

THE ABOVE-DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID PROPOSAL
(5) CERTIFICATE OF LIABILITY INSURANCE
(6) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO APPROVE ADDITIONAL FUNDING FOR A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY PARKS DEPARTMENT, AND FAIRWAY GOLF CAR CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 97538-02172-017 for Golf Carts - Lease, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Fairway Golf Car Corp., submitted the lowest responsible bid that meets all specifications for the product and/or services described in the said bid document, and was awarded a Blanket Purchase Order (BPNC22000093); and

WHEREAS, the Commissioner is representing to the Rules Committee that the BPO with Fairway Golf Car Corp, has reached a level of spending requiring oversight approval by the Rules Committee, as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to approve additional funding for the said BPO with Fairway Golf Car Corp.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Christine Clareen [CHRISTINE@FAIRWAYGOLFCAR.NET]

Dated: 04/01/2026 03:11:10 pm

Vendor: Fairway Golf Car Corp

Title: Secretary

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/16/2026

1) Proposer's Legal Name: Fairway Golf Car Corp.

2) Address of Place of Business: 8 COMMERCIAL BLVD

City: MEDFORD State/Province/ Territory: NY Zip/Postal Code: 11763

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 698-1400

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-3850433

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Fairway Golf Car Corp is affiliated with Fairway Golf Mgmt LLCc through common ownership.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should a conflict arise we would notify the county and adhere to their guidelines

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/04/2023

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

1 File(s) uploaded: Eisenhower Bid.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

1 File(s) uploaded: Eisenhower Bid.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

28

vi) Annual revenue of firm;

16000000

vii) Summary of relevant accomplishments

40+ years serving New York Metro area, Golf Cars and Utility Vehicles

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

40

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Over 40 years serving NY Metro Area providing Golf Cars and Utility Vehicles to Golf Courses, Municipalities, Educational facilities, Commercial and Residential customers.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Harbor Links Golf Course - Town of North Hempstead		
Contact Person	James Viras		
Address	1 W. Fairway Dr		
City	Port Washington	State/Province/Territory	NY
Country	US		
Telephone	(516) 767-4816		
Fax #			

E-Mail Address	jviras@centurygolf.com

Company	Village Club at Lake Success
Contact Person	Patrick Farrell
Address	318 Lakeville Rd
City	Lake Success
State/Province/Territory	NY
Country	US
Telephone	(516) 829-5493
Fax #	
E-Mail Address	vlsadmin@villageoflakesuccess.com

Company	Bellport Country Club
Contact Person	Jim Von Eschen
Address	Cedar Lane
City	Bellport
State/Province/Territory	NY
Country	US
Telephone	(631) 786-7206
Fax #	
E-Mail Address	tukvons@verizon.net

I, Christine Clareen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christine Clareen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Fairway Golf Car Corp

Electronically signed and certified at the date and time indicated by:
Christine Clareen CHRISTINE@FAIRWAYGOLFCAR.NET

Secreatary
Title

04/16/2026
Date

County of Nassau
Bid # 97538-02172-017

Disclosure Statement
Closely Held Corporation

Fairway Golf Car Corporation
8 Commercial Blvd
Medford, New York 11763
EIN# 11-3580433

Shareholders:

Anthony Frick
4 Biltmore Drive
Shoreham, New York 11786

Denise DeSena
23 Blackfoot Trail
Shoreham, New York 11786

Christine Clareen
26 Blackfoot Trail
Shoreham, New York 11786

Stephen Hayes
23 Hayes Hill Drive
Northport, New York 11768

County of Nassau
Bid # 97538-02172-017

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Closely Held Corporation

Fairway Golf Car Corporation
8 Commercial Blvd
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23 Blackfoot Trail
Shoreham, New York 11786

Christine Clareen
26 Blackfoot Trail
Shoreham, New York 11786

Stephen Hayes
23 Hayes Hill Drive
Northport, New York 11768

New York State Department of
Taxation and Finance
Sales Tax Registration
W A Harriman Campus
Albany NY 12227-0001

FAIRWAY GOLF CAR CORP.
8 COMMERCIAL BLVD
MEDFORD NY 11763-1523

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

113580433

(Use this number on all returns and correspondence)

VALIDATED

07/09/2008

Dept of Tax and Finance

FAIRWAY GOLF CAR CORP.
8 COMMERCIAL BLVD
MEDFORD NY 11763-1523

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable
This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
This certificate may not be photocopied or reproduced.

Photographs - copyright of NYS Empire State Development

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Anthony J Frick
   Date of birth: 02/15/1967
   Home address: 4 Biltmore Drive
   City: Shoreham State/Province/ Territory: NY Zip/Postal Code: 11786
   Country: US

   Business Address: 8 Commercial Blvd
   City: Medford State/Province/ Territory: NY Zip/Postal Code: 11763
   Country US
   Telephone: 6316981400

   Other present address(es):
   City: SHOREHAM State/Province/ Territory: NY Zip/Postal Code: 11786
   Country: US
   Telephone: 6314667148

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2018	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   40% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
40% interest in Fairway Golf Management LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Anthony J Frick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Anthony J Frick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Fairway Golf Car Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Anthony Frick ANTHONY@FAIRWAYGOLFCAR.NET

President

Title

04/16/2026 02:30:16 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Denise Desena
   Date of birth: 04/18/1968
   Home address: 23 Blackfoot Trail
   City: Shoreham State/Province/ Territory: NY Zip/Postal Code: 11786
   Country: US

   Business Address: 8 Commercial Blvd
   City: Medford State/Province/ Territory: NY Zip/Postal Code: 11763
   Country US
   Telephone: 631-698-1400

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/01/2017
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   25% Shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
25% Fairway Golf Management LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Denise DeSena , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Denise DeSena , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Fairway Golf Car Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Denise DeSena DENISE@FAIRWAYGOLFCAR.NET

Treasurer/Controller

Title

04/17/2026 01:31:52 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Stephen Hayes
   Date of birth: 04/07/1961
   Home address: 23 Hayes Hill Dr
   City: Northport State/Province/ Territory: NY Zip/Postal Code: 11768
   Country: US

   Business Address: 8 Commercial Blvd
   City: Medford State/Province/ Territory: NY Zip/Postal Code: 11763
   Country US
   Telephone: 631-698-1400

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2017
Chief Exec. Officer		Secretary	
Chief Financial Officer	07/01/2022	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Shareholder, 10% interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Fairway Golf Management, LLC 10%

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephen Hayes , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen Hayes , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Fairway Golf Car Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen Hayes STEVE@FAIRWAYGOLFCAR.NET

CFO

Title

04/16/2026 02:39:09 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christine Clareen
   Date of birth: 07/30/1978
   Home address: 26 Blackfoot Trail
   City: Shoreham State/Province/ Territory: NY Zip/Postal Code: 11786
   Country: US

   Business Address: 8 Commercial Blvd
   City: Medford State/Province/ Territory: NY Zip/Postal Code: 11763
   Country US
   Telephone: 6316981400

   Other present address(es):
   City: SHOREHAM State/Province/ Territory: NY Zip/Postal Code: 11786
   Country: US
   Telephone: 6314667148

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2017
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   25% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
25% interest in Fairway Golf Management LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christine Clareen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christine Clareen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Fairway Golf Car Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christine Clareen CHRISTINE@FAIRWAYGOLFCAR.NET

Secretary

Title

01/14/2026 12:47:23 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Fairway Golf Car Corp

Address: 8 Commercial Blvd

City: Medford State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

2. Entity's Vendor Identification Number: 113580433

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name: Stephen
Last Name: Hayes
MI: _____ Suffix: _____
Address: 23 Hayes Hill Drive
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
Position: Chief Financial Officer

First Name: Denise
Last Name: DeSena
MI: _____ Suffix: _____
Address: 23 Blackfoot Trail
City: Shoreham State/Province/Territory: NY Zip/Postal Code: 11786
Country: US
Position: Treasurer

First Name: Anthony
Last Name: Frick
MI: _____ Suffix: _____

Address	4 Biltmore Drive				
City	Shoreham	State/Province/ Territory:	NY	Zip/Postal Code:	11786
Country	US				
Position	President				

First Name	Christine				
Last Name	Clareen				
MI		Suffix			
Address	26 Blackfoot Trail				
City	Shoreham	State/Province/ Territory:	NY	Zip/Postal Code:	11786
Country	US				
Position	Secretary				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded: Eisenhower Bid Attachment 2022 - Corporate Shareholders.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Fairway Golf Mgmt LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Christine Clareen [CHRISTINE@FAIRWAYGOLFCAR.NET]

Dated: 04/16/2026 02:06:35 pm

Title: Secretary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

County of Nassau
Bid # 97538-02172-017

Disclosure Statement
Closely Held Corporation

Fairway Golf Car Corporation
8 Commercial Blvd
Medford, New York 11763
EIN# 11-3580433

Shareholders:

Anthony Frick
4 Biltmore Drive
Shoreham, New York 11786

Denise DeSena
23 Blackfoot Trail
Shoreham, New York 11786

Christine Clareen
26 Blackfoot Trail
Shoreham, New York 11786

Stephen Hayes
23 Hayes Hill Drive
Northport, New York 11768

FAIRW-2 OP ID: BB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 631-423-0950 F. Krueger Agency Clifford T. Brady 487 New York Avenue Huntington, NY 11743 Robert P. Brady, Jr.	CONTACT NAME: Cliff Brady PHONE (A/C, No, Ext): 631-423-0950 FAX (A/C, No): 631-423-0956 E-MAIL ADDRESS: jeaninek@bradyagency.com
INSURED Fairway Golf Car Corp. 8 Commercial Blvd. Medford, NY 11762	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Assurance Co. — 19489 INSURER B : Starstone National Insurance — 25496 INSURER C : Technology Insurance Company — 42376 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6203-2046-03	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6203-2046-03	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	79441D210ALI	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4260886	06/12/2025	06/12/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau is added as an Additional Insured with reference to the contract for the provision and maintenance of Golf Cars at Eisenhower Park and other Nassau County Golf Courses.

CERTIFICATE HOLDER

FGCNASS

County of Nassau
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 01

TO CONTRACTOR:
113580433
FAIRWAY GOLF CAR CORP.
8 COMMERCIAL BOULEVARD

MEDFORD NY 11763-

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS CONCERNING THIS ORDER TO:
SULLIVAN, ANNETTE 1-1603
(516) 571-1603

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT TERMS	
	DESTINATION	05/10/2023	05/11/22	0%	NET 30

TERMS:

****

TITLE: LEASE OF GOLF CARTS

BUYER: ANETTE SULLIVAN

AUTHORITY: AWARDED UNDER S/B # 97538-02172-017 AFTER PUBLISHED NOTICE; RULES RESOLUTION A-17-2022 42-2022

THIS BLANKET ORDER IS RESTRICTED TO THE NC DEPARTMENT OF PARKS, RECREACTION & MUSEUMS

THIS BLANKET IS FOR 5 YEARS.

****

THE MAXIMUM AMOUNT AUTHORIZED UNDER THIS BLANKET ORDER INCLUDING ANY RENEWAL OPTIONS THAT MAY BE EXCERCISED BY THE DIRECTOR OF SHARED SERVICES SHALL BE $1,186,000.00
REPLACES BPNC17000078

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	975-38		EA	89.9300
	GOLF CART RENTAL OR LEASE			
	MONTHLY PAYMENT FOR 150 NEW CLUB LITHIUM ELECTRIC CARS			
	CARTS @ $89.93/EACH			
2	975-38		EA	65.1800
	GOLF CART RENTAL OR LEASE			
	MONTHLY PAYMENT FOR 86 NEW CLUB CAR TEMPO GAS CARS			
	MONTHLY AT $65.18 PER MONTH			
3	975-38		EA	498.5500
	GOLF CART RENTAL OR LEASE			
	MONTHLY PAYMENT FOR 4 CUSHMAN UTILIYT VEHICLES			
	MONTHLY PAYMENT AT $498.55			
4	975-38		EA	75.0000
	GOLF CART RENTAL OR LEASE			
	DAILY RENTAL COSTS FOR RESERVED CARTS			
	$75.00 PER DAY			
5	975-38		EA	100.0000
	GOLF CART RENTAL OR LEASE			
	MAINTENANCE & REPAIR			
	DUE TO VANDALISM OR ACCIDENT			
	$100.00 PER HOUR			
6	929-62		EA	25.0000
	MOTORCYCLES/BICYCLES/MOTOR SCOOTERS/GOLF CARTS; MAINTENANCE & REPAIR.			
	EACH ADDITONAL QUARTER HOURTO REPAIR			
	$25.00 PER HOUR			
7	929-62		EA	
	MOTORCYCLES/BICYCLES/MOTOR SCOOTERS/GOLF CARTS; MAINTENANCE & REPAIR.			

---------- END OF ITEM LIST ----------

TERMS:

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper`s expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor`s acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 03

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

AUTHORITY: AWARDED UNDER SEALED BID # 97538-02172-017 AFTER PUBLISHED notice.

WORK TO BE PERFORMED FOR:PARKS

PERIOD COVERED: SHALL BE FOR ONE (5) YEARS FROM THE EFFECTIVE DATE TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * * * * *

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

<< CONTINUED, NEXT PAGE >>

EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

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ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

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CONDITIONS GOVERNING THIS ORDER

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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article iX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 04

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL**
*** BE RETURNED TO YOU UNPAID.**********

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed to the Director. The decision as to whether or not such increases will be granted shall be made by the Director and shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR UNSATISFACTORILY PERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

PR-195-B. REV.7/12

ADPICS GS D/O 2/99

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8 The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 05

DEFAULT: IF CONTRACTOR IS DEEMED TO BE IN DEFAULT AND SAID DEFAULT CONTINUES FOR MORE THAN FIFTEEN DAYS, THEN THE COUNTY MAY PERFORM SAID WORK EITHER ITSELF OR BY ENGAGING OTHERS AND THE COST THEREFOR, WILL BE DEDUCTED FROM THE CONTRACT. IF A GREATER SUM IS EXPENDED THAN IS DUE THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAME, UNLESS THE BONDING COMPANY HAS PERFORMED SAID WORK IN ACCORDANCE WITH THE PERFORMANCE SECURITY PROVISIONS HEREIN.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County, and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and negligence of vendor's personnel, with a combine single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES, OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

WARNING TO VENDOR: Do not deliver goods or render services from a delivery order issued against this blanket order unless those goods or services are authorized in this blanket order. Nassau County will not be responsible for payment of unauthorized items.

SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

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2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

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6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.

4. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER/PURCHASE ORDER.

MISCELLANEOUS TERMS:

FIRM PRICES: PRICES SHALL REMAIN FIRM FOR THE TERM OF THE LEASE.

FORTY-EIGHT MONTH CLOSED END LEASE, TITLE SHALL REMAIN WITH LESSOR AND NOT PASS TO NASSAU COUNTY.

VENDOR MUST DELIVER CARS FULLY ASSEMBLED WITH CANOPY TOPS AND INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order, or such earlier time as requested by the County, to this Office to the attention of

ATTN: A. SULLIVAN
Nassau County Office of Purchasing
1 WEST STREET
NORTH ENTRANCE
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

ANY BLANKET PURCHASE ORDER ISSUED AS A RESULT OF THIS BID WILL ESTABLISH TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THE BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THE BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES,

<< CONTINUED, NEXT PAGE >>

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

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6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

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13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article iX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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CIRCUMSTANCES OR COMPLEXITIES.

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS.

CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTER-MEMBER WITHOUT MODIFICATION TO THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.

EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.

ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO

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PR-195-B. REV.7/12

ADPICS GS D/O 2/99

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 08

INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF NASSAU COUNTY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

Appendix EE:
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.
The Contractor shall comply with all federal,state & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002,entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment,employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations & rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c)The contractor shall state, in all solicitations or advertisements for employees,that, in the performance of the County Contract,

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EXCISE AND SALES TAXES: THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.

IMPORTANT: READ CONDITIONS ON BACK HEREOF

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SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

CONDITIONS GOVERNING THIS ORDER

1. THE COUNTY OF NASSAU IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.

2. Do not overship or substitute. Ship exactly as ordered. Include itemized packing slips with all shipments or deliveries which designate the name of DEPARTMENT for which is intended. Use separate claim form for each order. Claim must be itemized in detail pursuant to Section 24 of the County law so that anyone reading same may readily understand the kind, quantity, quality and prices. CASH DISCOUNT TERMS must be indicated on claim form where applicable.

3. All material shipped by freight, express or parcel MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated in this order. Curb-Door deliveries are not acceptable.

4. Invoices must be rendered with claim form, on date of complete shipment of all materials on this order. Separate billing for partial shipments not allowed unless otherwise arranged for and expressly stated on this order.

5. All materials, supplies and equipment received as well as services rendered are subject to inspection and acceptance by County of Nassau. All materials, supplies and equipment received must be new unless otherwise specified on the order.

6. If unable to fill this order exactly in accordance with description, unit, price thereon, communicate at once with Office of Purchasing. The County reserves the right to reject and return at the shipper's expense any and all materials or supplies delivered which do to conform to description or specification on the order.

7. If there is any part of this order you can not fill promptly or perform within the time specified, notify the Office of Purchasing at once. In case of unreasonable delay in delivery, or delivery of goods inferior to those specified or in case of any other default of the vendor, the Director, Office of Purchasing shall have the right at his option to cancel this order in whole or in part, and the County may procure the goods or services from other sources and hold the vendor responsible for any EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

9. The vendor represents and warrants that the prices charged herein are not higher than those charged to any other purchaser for like quantities.

10. The workmanship, quantities or qualities of goods or services which are to be paid hereunder shall be to the satisfaction of the Office of Purchasing and before final acceptance, all matters of dispute must be adjusted to the mutual satisfaction of the Office of Purchasing and the vendor. Determination and decisions, in case any question shall arise shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

11. This order may not be assigned, transferred or in any way disposed by the vendor without first having obtained written approval thereof from the County of Nassau.

12. The vendor warrants that he is not in arrears to the County of Nassau upon any debt or contract, and that he has not been in default and is not in default as surety, contractor or otherwise.

13. Upon the vendor's acceptance hereof, the vendor agrees to comply with Article iX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b,220d,220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinance's and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expenses.

14. The pre-printed language of this purchase order/service contract/blanket order/delivery order has been approved as to form by the Office of the County Attorney. NCPG

BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

The following blanket order ID number MUST appear on all packages, invoices, claims, and correspondence.

all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.

(e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Publics Works when made. A copy of the utilization plan and additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition,the contracting agency may require the contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or

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DELIVERY MUST BE MADE WITHIN HOURS OF SPECIFIED DESTINATION

PR-195-B. REV.7/12

ADPICS GS D/O 2/99

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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interpreted as approval of all Contractor's Subcontracts and Contractors fulfillment of Best Efforts to obtain participation by Certified M/WBE's.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant is considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the enforcement of violations as follows:

(a) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No.14-2002, This Appendix EE or any other contractual provisions included in furtherance of Local Law No.14-2002, the Executive Director will try to resolve the matter.

(b) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendtions, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determina-

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DIRECTOR
OFFICE OF PURCHASING

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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tions and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director,shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the following term meanings shall apply:

"Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

"County Contract" shall mean (i)a written agreement or purchase

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PR-195-B. REV.7/12

ADPICS GS D/O 2/99

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor,licensee or any other party, that is (i) party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be

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included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review the bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the time frame of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standsrds and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

"Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided,however, that

<< CONTINUED, NEXT PAGE >>

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8. The vendor by executing this order agrees to assume the defense of and hold County of Nassau, its agents and employees, harmless from all suits, costs, expenses, claims and damages arising from use of the described materials or as a result of the services rendered, including, without limitation, any claims and damages arising because of actual or alleged infringements of any copyrights, patents, or patent rights of any invention of any other cause.

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

"Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

"Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law - Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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SEND ALL CORRESPONDENCE FOR ABOVE TO:
OFFICE OF PURCHASING
ONE WEST STREET, MINEOLA, NEW YORK 11501

DIRECTOR
OFFICE OF PURCHASING

DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

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BLANKET PURCHASE ORDER

BPO ID: BPNC22000093 PRINT DATE: 06/17/2022 PAGE: 15

Ordinance 153-2018

Pursuant to Ordinance # 153-2018, A bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0 - $10,000	$0.00
Over $10,000 - $50,000	$160.00
Over $50,000 - $100,000	$266.00
Over $100,000	$533.00

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of Shared Services to Waive the fee.

Prohibition of Gifts

In accordance with County Executive Order 2-2018, the contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a 'County Representative'), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, 'anything of value' shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For the purpose of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The contractor shall include the provisions of this subsection in each subcontract entered into under this agreement.

Disclose of Conflicts of interest

In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances

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OFFICE OF PURCHASING

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PR-195-B. REV.7/12

ADPICS GS D/O 2/99

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BLANKET PURCHASE ORDER

County of Nassau

STATE OF NEW YORK

OFFICE OF PURCHASING

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where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

ALL TERMS CONDITIONS AND SPECIFICATIONS INLCUDED IN THE FORMAL SEALED BID NUMBERED 97538-02171-017 DATED 2/17/22 ARE INCORPORATED BY REFERENCE IN THIS BLANKET ORDER

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DIRECTOR
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PR-195-B. REV.7/12

ADPICS GS D/O 2/99

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Nassau County
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2026 JUN -8 P 4:31

Staff Summary A-48-2026

Subject: CivicRec License Renewal	Date: May 22, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: CivicPlus, LLC
Department Head Name: Melissa Gallucci	Contract Number: A-48-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Deanna Prendergast, Buyer

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
6/2/2026	CPO	6/8/26	Budget
6/6/26	County Atty.	6/9/26	County Exec.
6/6/26 Insurance			

Material Adverse Information Identified? [Yes __/No _X_] (If Yes, attach memo.)

Narrative

Purpose: To authorize a blanket purchase order for the Annual license renewal of CivicRec application including the external transaction processor (Elavon), Doc Management and Dedicated Hosting for the period 6/1/2026-5/31/2031. Invoiced annually on 6/1 for 5 years starting on 6/1/2026 for the Nassau County Information Technology Department.

Discussion: This is a sole source purchase, CivicPlus, LLC is the sole provider of the CivicRec, Recreation Management System and associated services and functionality included.

Impact on Funding: The maximum amount authorized under this purchase order shall be One Million Two Hundred Ninety-Three Thousand, Nine Hundred Eighty Dollars and Forty-Six Cents ($1,293,980.46) from General Fund (ITGEN1430 DE5A5).

Year 1	June 1, 2026 – May 31, 2027	$253,823.91
Year 2	June 1, 2027 – May 31, 2028	$256,188.77
Year 3	June 1, 2028 – May 31, 2029	$258,671.88
Year 4	June 1, 2029 – May 31, 2030	$261,279.14
Year 5	June 1, 2030 – May 31, 2031	$264,016.76
	Total (5 year)	$1,293,980.46

Recommendation: Department of Shared Services, Office of Purchasing, recommends awarding a blanket purchase order to CivicPlus, LLC. as the sole source for this contract.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-48-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: MAY 22, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT ONE MILLION TWO HUNDRED NINETY-THREE THOUSAND, NINE HUNDRED EIGHTY DOLLARS AND FORTY-SIX CENTS ($1,293,980.46) ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY TO CIVICPLUS, LLC.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY AND CIVICPLUS LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with CivicPlus LLC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Jaime Minnich [MINNICH@CIVICPLUS.COM]

Dated: 05/12/2026 11:01:01 am

Vendor: CivicPlus, LLC

Title: VP, Accounting

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brian Rempe
   Date of birth: 06/05/1981
   Home address: 4466 Grantham Dr.
   City: St. George State/Province/ Territory: KS Zip/Postal Code: 66535
   Country: US

   Business Address: 302 S. 4th Street
   City: Manhattan State/Province/ Territory: KS Zip/Postal Code: 66502
   Country US
   Telephone: 888-228-2233

   Other present address(es):
   City: Manhattan State/Province/ Territory: KS Zip/Postal Code: 66502
   Country: US
   Telephone: 8882282233

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2016	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	01/01/2018	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   3 shares (0.25% of total company shares)

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

CivicPlus Holdings, President, Board member
CP Patti, President
SeeClickFix, CEO
Municode, CEO
ArchiveSocial, CEO
NextRequest, CEO
Patti's Canadian Technology Holdings, President
Streamline, Manager & CEO

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Rempe , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Rempe , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CivicPlus

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Rempe REMPE@CIVICPLUS.COM

CEO

Title

06/01/2026 02:40:24 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Eric Doan
   Date of birth: 01/12/1979
   Home address: 19400 Azure Rd
   City: Deephaven State/Province/ Territory: MN Zip/Postal Code: 55391
   Country: US

   Business Address: 302 South 4th Street, Suite 500
   City: Manhattan State/Province/ Territory: KS Zip/Postal Code: 66502
   Country US
   Telephone: (785) 587-1853

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	12/31/2025	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I hold .4% of the total equity, however given annual vesting, I currently hold 0 shares (all unvested), which is why I answered no in the prior version

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Chief Financial Officer of Orchard Software, Carmel, IN
Board Member, Amaze Software, Costa Mesa, CA
CP Patti, Treasurer
SeeClickFix, CFO
Municode, CFO
ArchiveSocial, CFO
NextRequest, CFO
Patti's Canadian Technology Holdings, President
Streamline, Manager & CFO

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Orchard software is a provider of Laboratory information systems. Orchard routinely contracts with State, Federal and Local health departments as well as public universities and laboratory technician programs

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Off leash dog in 2024. Fine paid

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric Doan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Doan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CivicPlus LLC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Doan ERIC.DOAN@CIVICPLUS.COM

CFO

Title

06/01/2026 02:24:53 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/28/2026

1) Proposer's Legal Name: CivicPlus, LLC

2) Address of Place of Business: 302 S 4th St, Suite 500

City: Manhattan State/Province/ Territory: KS Zip/Postal Code: 66502

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 883003113

5) Federal I.D. Number: 48-1202104

6) The proposer is a: Other (Describe) LLC - partnership

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
CP Holdings is the parent of CP Patti

CP Patti is the parent of CivicPlus
CivicPlus, LLC wholly owns
SeeClickFix, LLC
Municode, LLC
Patti's Canadian Technology Holdings, Ltd.
ArchiveSocial, LLC
NextRequest, LLC
Streamline LLC

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

CP, Patti LLC is parent
CP, Patti LLC is subsidiary of CivicPlus Holdings, LLC

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest should arise, and we become aware of such conflict - we shall take reasonably proper measures to address the situation and, if appropriate, shall seek guidance from the County.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
06/28/1998

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
CivicPlus Holdings, LLC and CP Patti, LLC - 302 S 4th St. Manhattan, KS 66502

iii) Name, address and position of all officers and directors of the company. If none, explain.
Brian Rempe, CEO, President
Eric Doan, Chief Financial Officer

iv) State of incorporation (if applicable);

v) The number of employees in the firm;
970

vi) Annual revenue of firm;
275000000

vii) Summary of relevant accomplishments
SaaS provider for local government, selected as Inc 5,000 company for 10+ years; selected as GovTech top 100 company multiple years; multiple Stevie awards in the last 5+ years for customer support and service.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
CivicPlus provides services to over 13,000 other customers in the local goverment market.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Brookhaven, NY
Contact Person	Matt Sabatello
Address	1 Independence Hill

City	Farmingville, New York 11738	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6959		
Fax #			
E-Mail Address	msabatello@brookhavenny.gov		

Company	New Castle County		
Contact Person	Jon Yearly		
Address	87 Reads Way		
City	New Castle	State/Province/Territory	DE
Country	US		
Telephone	(302) 395-5260		
Fax #			
E-Mail Address	Jon.yearly@newcastlede.gov		

Company	Village of New Hempstead		
Contact Person	Anthony Rodriguez		
Address	108 Old Schoolhouse Rd		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #	(000) 000-0000		
E-Mail Address	Anthrod@hempsteadny.gov		

I, Jaime Minnich , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jaime Minnich , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: CivicPlus LLC

Electronically signed and certified at the date and time indicated by:
Jaime Minnich MINNICH@CIVICPLUS.COM

VP, Accounting
Title

06/01/2026 02:12:51 pm
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CivicPlus LLC

Address: 302 S 4th St, Suite 500

City: Manhattan State/Province/Territory: KS Zip/Postal Code: 66502

Country: US

2. Entity's Vendor Identification Number: 48-1202104

3. Type of Business: Other (specify) Limited Liability Company - partnership

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Nassau Vendor Portal CP Corporate Officers.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Owned by CP Patti, LLC.
CivicPlus Holdings LLC owns CP Patti, LLC

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Employees provide services from CivicPlus LLC. None of the affiliate companies or subsidiaries perform services.
CP Holdings is the parent of CP Patti
CP Patti is the parent of CivicPlus
CivicPlus, LLC wholly owns
SeeClickFix, LLC
Municode, LLC
Patti's Canadian Technology Holdings, Ltd.
ArchiveSocial, LLC

NextRequest, LLC
Streamline LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jaime Minnich [MINNICH@CIVICPLUS.COM]

Dated: 06/01/2026 02:04:18 pm

Title: VP, Accounting

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Brian Rempe, President and CEO of CivicPlus
4446 Grantham Dr
St. George, KS 66535

Eric Doan, CFO of CivicPlus
19400 Azure Rd
Deephaven, MN 55391

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-125912-1
CivicPlus Pricing Approval Date: 5/15/2026 8:57 AM
Expires On: 7/13/2026

Client:
Nassau County, NY

Bill To:
NASSAU COUNTY, NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Annual Renewal	Recreation Management Annual Renewal	USD 178,750.00
1.00	Recreation Management External Processor Activity Fee Renewal	Recreation Management External Processor Activity Fee: Elavon/Converge	USD 27,776.66

Initial Term	6/1/2026 - 5/31/2031, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 206,526.66	USD 0.00	USD 206,526.66
Year Two	USD 206,526.66		USD 206,526.66
Year Three	USD 206,526.66		USD 206,526.66
Year Four	USD 206,526.66		USD 206,526.66
Year Five	USD 206,526.66		USD 206,526.66
Subtotal			USD 1,032,633.30
Annual Recurring Services Starting Year 6			USD 206,526.66
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		0% to be applied in year 2	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-125912-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

_____
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

CivicPlus

_____
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-125846-1
CivicPlus Pricing Approval Date: 5/14/2026 1:21 PM
Expires On: 7/13/2026

Client:
Nassau County, NY

Bill To:
NASSAU COUNTY, NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Document Management Renewal	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	USD 29,106.00
1.00	Recreation Management Dedicated Hosting (75k-125k annual transactions) Renewal	Recreation Management Dedicated Hosting (75k-125k annual transactions) Renewal	USD 18,191.25

Initial Term	6/1/2026 - 5/31/2031, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 47,297.25	USD 0.00	USD 47,297.25
Year Two	USD 49,662.11		USD 49,662.11
Year Three	USD 52,145.22		USD 52,145.22
Year Four	USD 54,752.48		USD 54,752.48
Year Five	USD 57,490.10		USD 57,490.10
Subtotal			USD 261,347.15
Annual Recurring Services Starting Year 6			USD 60,364.61
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	

Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-125846-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

CivicPlus

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

	Year 1 (6/1/2026 - 5/31/2027)	Year 2 (6/1/2027 - 5/31/2028)	Year 3 (6/1/2028 - 5/31/2029)	Year 4 (6/1/2029 - 5/31/2030)	Year 5 (6/1/2030 - 5/31/2031)	
Recreation Management	$178,750.00	$178,750.00	$178,750.00	$178,750.00	$178,750.00	
Recreation Management External Processor Activity Fee	$27,776.66	$27,776.66	$27,776.66	$27,776.66	$27,776.66	
TOTAL	$206,526.66	$206,526.66	$206,526.66	$206,526.66	$206,526.66	$1,032,633.30
Doc Management (5% Annual	$29,106.00	$30,561.30	$32,089.37	$33,693.83	$35,378.52	
Recreation Management Dedicated Hosting (75k-125k annual transactions) (5% Annual uplift YOY)	$18,191.25	$19,100.81	$20,055.85	$21,058.65	$22,111.58	
TOTAL	$47,297.25	$49,662.11	$52,145.22	$54,752.48	$57,490.10	$261,347.16
GRAND TOTAL	**$253,823.91**	**$256,188.77**	**$258,671.88**	**$261,279.14**	**$264,016.76**	**$1,293,980.46**

CIVICPLUS

This letter serves to notify you that CivicPlus, LLC is the sole provider of the CivicRec, Recreation Management System (CivicRec) and associated services and functionality included. CivicRec enables municipal website administrators to manage critical aspects of their recreation management and activities.

CivicRec differs from other recreation management software in that it has been optimized for use for government entities. Not only have many of the applications been developed specifically for use by municipal governments, but CivicRec is also hosted at a network operations center dedicated to the protection of the information of government staff and end-users.

Included in the standard CivicRec development package are modules that are unique to CivicPlus' CivicRec, such as map-based booking, league team pages, exportable calendars for Google and Outlook and social sign on. Applications like these may be available at a much higher cost from other vendors however, CivicPlus is the sole provider of these applications as a part of an all-inclusive, standardized recreation management system, CivicRec.

No other organization offers our unique product and service package, coupling our RMS with some of the most useful web applications available to municipal governments.

Regards,

Amy Vikander • CivicPlus
Senior Vice President of Customer Success
Main 888-228-2233
Fax 785-587-8951
www.CivicPlus.com

Bruce A. Blakeman
COUNTY EXECUTIVE

Nancy Stanton-Molaro
COMMISSIONER

DEPARTMENT OF INFORMATION TECHNOLOGY

May 15, 2026

TO: Robert Cleary, Chief Compliance Officer
Nassau County Dept. of Shared Services

Subject: Sole Source 5-Year BPO Creation – CivicPlus CivicRec Platform

Robert,

CivicPlus's CivicRec platform is a core platform for the Parks Department. It has been utilized for its fee management and processing needs, including, but not limited to, those related to golf, area rentals, tournaments, boat slip rentals, and more. It provides the functionalities needed in a single convenient platform.
Please approve this 5-year BPO creation for the Recreation Management platform which includes the external transaction processor (Elavon), Document Management Module and the Recreation Management Dedicated Hosting for the period 6/1/2026-5/31/2031.

Please let I.T. know if anything further is needed to approve the creation of the P.O.

Thank you,
Jessica

Jessica Carney,
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918

Prendergast, Deanna

From: Do_Not_Reply@nassaucountyny.gov
Sent: Tuesday, May 19, 2026 9:49 AM
To: Stanton, Nancy; Prendergast, Deanna
Cc: Malhame, Allison; Stanton, Nancy
Subject: BPNC-CIVICPLUS - APPROVED by Compliance

Nassau Co
Information Technol

Compliance has APPROVED the requisition below.

Requistion #/Blanket Order #:	BPNC-CIVICPLUS
Date:	04/03/2026
Delivery location:	240 Old Country Road
User Department:	Parks
Description:	5-year BPO creation for the Annual license renewal for CivicRec application including the external transaction processor (Elavon), Doc Management and Dedicated Hosting for the period 6/1/2026-5/31/2031. Invoiced annually on 6/1 for 5 years starting on 6/1/2026.
Estimated Cost:	$1,293,980.45

You may view this case by logging into the Requisition Application and going to the case or click here to go directly to the requisition.

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

CIVILLC-03 HEATHERMAGUIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Evanston Insurance Company — 35378
INSURED CivicPlus, LLC and its direct and indirect 302 S 4th St Ste 500 Manhattan, KS 66502-6410	INSURER B : Fortegra Specialty Insurance Company — 16823
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			MKLV1PCY000375	5/17/2026	5/17/2027	Limit	5,000,000
B	Excess Cyber Liab			C-4MA7-206591-CEPSME-2026	5/17/2026	5/17/2027	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holdersare included as Additional Insured as required by written contract subject to the policy terms and conditions. Waiver of Subrogation applies as required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

Nassau County NY
1550 Franklin Avenue, Room 177
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian Fleury

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
32 Old Slip 29th Fl
New York NY 10005

CONTACT NAME: Tyler Takahashi
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Tyler.Takahashi@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Compan	20478
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INSIPAR-02
CivicPlus, LLC and its direct and indirect subsidiaries
302 S. 4th Street Suite 500
Manhattan KS 66502

COVERAGES **CERTIFICATE NUMBER:** 152567322 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	7092029663	5/17/2026	5/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	7092022602	5/17/2026	5/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	7092030120	5/17/2026	5/17/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7092032580 7092031056	5/17/2026 5/17/2026	5/17/2027 5/17/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The deductibles/Self Insured Retentions are $0 for those policies not specified above.

WC - 7092032580 - CA
WC - 7092031056 - AOS

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

Nassau County NY
1550 Franklin Avenue, Room 177
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A-48-2026 additional information

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 12 P 3:17

BRUCE BLAKEMAN
NASSAU COUNTY EXECUTIVE



MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

OFFICE OF SHARED SERVICES

June 11, 2026

Subject: Adverse Information – MEMO

Vendor: CivicPlus LLC

Staff Summary: A-48-2026

The vendor reports a misdemeanor charge for off leash dog in 2024. The vendor has provided information that the fine of $1078 was paid on 3/1/23

Upon review Purchasing has determined that this information is not material with respect to the proposed contract.

ONE WEST STREET - MINEOLA, NEW YORK 11501-4895
Telephone: 516-571-4200
Fax: 516-571-4263

Prendergast, Deanna

From: Eric Doan <eric.doan@civicplus.com>
Sent: Thursday, June 11, 2026 5:12 PM
To: Prendergast, Deanna
Subject: RE: Nassau County Disclosure Forms

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Deanna,

The fine was for $1078 and it was paid on March 1, 2023

Thanks,

Eric

From: Prendergast, Deanna <DPrendergast@nassaucountyny.gov>
Sent: Thursday, June 11, 2026 2:00 PM
To: Eric Doan <eric.doan@civicplus.com>
Subject: RE: Nassau County Disclosure Forms

You don't often get email from dprendergast@nassaucountyny.gov. Learn why this is important

Hi Eric,

Could you please provide us with the amount of the fine and when it was paid?

Thank you

Regards,

Deanna Prendergast
Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
Phone: 516-571-1211
Fax: 516-571-4263
Email: Dprendergast@nassaucountyny.gov

From: Eric Doan <eric.doan@civicplus.com>
Sent: Wednesday, June 10, 2026 5:20 PM
To: Prendergast, Deanna <DPrendergast@nassaucountyny.gov>
Subject: RE: Nassau County Disclosure Forms

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Eric Doan
   Date of birth: 01/12/1979
   Home address: 19400 Azure Rd
   City: Deephaven State/Province/Territory: MN Zip/Postal Code: 55391
   Country: US

   Business Address: 302 South 4th Street, Suite 500
   City: Manhattan State/Province/Territory: KS Zip/Postal Code: 66502
   Country US
   Telephone: (785) 587-1853

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	12/31/2025	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I hold .4% of the total equity, however given annual vesting, I currently hold 0 shares (all unvested), which is why I answered no in the prior version

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Chief Financial Officer of Orchard Software, Carmel, IN
Board Member, Amaze Software, Costa Mesa, CA

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Orchard software is a provider of Laboratory information systems. Orchard routinely contracts with State, Federal and Local health departments as well as public universities and laboratory technician programs

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

o Misdemeanor dog molests passerby in violation of Minnesota statue 510.03(1)(G). On March 1, 2023, Dolan was sentenced to 15 days in local confinement.

o Misdemeanor dog at large in violation of Minnesota statute 510.03(1)(A). The disposition for this offense is listed as fine paid.

2023, Fine of $1078 paid on 3/1/2023

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric Doan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Doan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CivicPlus LLC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Doan ERIC.DOAN@CIVICPLUS.COM

CFO

Title

06/12/2026 11:21:39 am

Date

Certified: --

B-7-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026 3:17 PM

NIFS ID: CLPW26000012

Capital: **X**

Contract ID #: **CHPW25000011**
NIFS Entry Date: **05/08/2026**
DPW Contract Number: **H62153-13GR**

Department: Public Works

Service: **Pavement Marking Improv. H62153-13GR Phase 13 PIN 0761.23 B07-26 Amend. 1**
Term: **No change to term**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Safety Marking LLC**	ID#:**061267005**
Main Address: **255 Hancock Avenue Bridgeport, CT 06605**	
Main Contact: **Carly Thomas**	
Main Phone: **(203) 333-6870**	

Department:
Contact Name: **Christopher Liberti**
Address: **NCDPW 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-3930**
Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,cpetrucci@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised May 22, 2024. There was one (1) bidder. The bid was received on June 25, 2024. The bid received for the above referenced contract has been examined and the bid submitted by Safety Marking LLC in the amount of $1,474,795.00 was acceptable as the lowest bid.

Description of General Provisions: Same as the original contract. This is a unit price contract. The contract shall be completed within 365 calendar days from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be at the discretion of the County.

Impact on Funding / Price Analysis: The maximum amendment amount is $737,397.50. The original contract maximum is being increased from $1,474,795.00 to $2,212,192.50. The funds are available in Capital Project 62153.

Change in Contract from Prior Procurement: Adding additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/16/2025

Original procurement method: Formal Sealed Bid

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62153 123	02	$737,397.50
Project Number 62153 Project Detail 123								
						TOTAL		**$737,397.50**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$737,397.50
Other	$0.00
Total	**$737,397.50**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	05/11/2026 04:14PM	Approved
NIFS Final Approval	Christopher Yansick	05/12/2026 07:03AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:03AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	05/12/2026 07:04AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:04AM	Approved
County Attorney			
RE & Insurance Verification	Kemely Weiss	06/05/2026 08:26AM	Approved
Approval as to Form	Julie Silverstein	05/12/2026 06:22PM	Approved
NIFS Approval	Kemely Weiss	06/05/2026 08:27AM	Approved
Final Approval	Kemely Weiss	06/05/2026 08:27AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	05/12/2026 09:23AM	Approved
NIFA Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Final Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/05/2026 10:31AM	Approved
DCE Compliance Approval	Robert Cleary	06/05/2026 12:08PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 02:32PM	Approved
Final Approval	Arthur Walsh	06/08/2026 02:32PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/08/2026 02:57PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

B07-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-13GR, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 13, PIN 0761.23, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $737,397.50 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $2,212,192.50 and

WHEREAS, the funding for this Contract Amendment is from capital funds approved by the Nassau County Legislature: now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the

Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Safety Marking LLC, 255 Hancock Avenue, Bridgeport, Connecticut 06605 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H62153-13GR between the County and the Firm, executed on behalf of the County on June 16, 2025 (the "Original Agreement"), the Firm performed construction services consisting of the furnishing labor, materials, tools, equipment, and incidentals as specified for the refurbishment of epoxy pavement markings along various roadways in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for one (1) year, with the Department's option to extend the term of the Contract at its own discretion (the "Term"), and extended by letter to December 31, 2026;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was one million four hundred seventy-four thousand seven hundred ninety-five dollars and zero cents ($1,474,795.00) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement to increase the amount of funds available to compensate the Contractor for the providing Services by an additional seven hundred thirty-seven thousand three hundred ninety-seven dollars and fifty cents ($737,397.50) as provided herein ("Amendment Number One"); and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by seven hundred thirty-seven thousand three hundred ninety-seven dollars and fifty cents ($737,397.50). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed two million two hundred twelve thousand one hundred ninety-two dollars and fifty cents ($2,212,192.50), during the Term (the "Amended Maximum Amount") for Services under the Amended Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Number One shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement or as otherwise provided the Original Agreement.

3. Compliance with Law.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts.

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Safety Marking LLC

By: Bkelly

Name: Bronson Kelly

Title: Vice President

Date: 5/8/26

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of MAY in the year 2026 before me personally came Bronson Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Vice President of Safety Marking LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Heet A Brush

My Commission Expires
03.31.2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.

Designated DCCO

DATE:

November 18, 2025

SUBJECT:

Amendments f or Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity, and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Amendments for Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services, or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of non-responsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of non-responsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

SUBJECT: Amendments for Contracts No: H62153-1 3GR , 14 G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor reports an OSHA investigation, resulting in an "Other than Serious" violation issued in 2022, on a non-County project. Vendor has performed work for the County for many years without incidence. Vendor reports that it complied with a United States Attorney's office investigation of an unaffiliated company. Vendor reports that a former employee it terminated for aggressive bullying filed a protected speech complaint with the National Labor Relations Board; no violation was issued, and the charge was settled. The Department is satisfied with the Vendor's reporting of Adverse Information and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts H62153-1 3GR , 14 G & 15G.

Jane Houdek
Counsel for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Safety Marking LLC

2. Amount requiring NIFA approval: $737,397.50

Amount to be encumbered: $737,397.50

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change to term

Has work or services on this contract commenced? Yes

If yes, please explain: Refurbishment of worn and faded, pavement markings on various roads throughout the County road system

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 05/12/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Mark Kelly state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Safety Marking LLC

Vendor's Address: 255 Hancock Avenue Bridgeport CT US 06605

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/03/2026 01:14:58 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 03/04/2026 01:55:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/03/2026 01:16:17 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Mark Kelly [MKELLY@SAFETYMARKING.NET]
Date Certified	04/01/2026 02:19:38 pm

Principal Name	Terry Healy [THEALY@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:35:07 pm

Principal Name	Steven Treglia [STREGLIA@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:32:23 pm

I, Mark Kelly hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Mark Kelly MKELLY@SAFETYMARKING.NET

Name

Chairman of the Board

Title

Safety Marking LLC

Name of Submitting Entity

04/01/2026 02:20:46 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/03/2026

1) Proposer's Legal Name: Safety Marking LLC

2) Address of Place of Business: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Address: 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 500 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 59 Stilson Road

City: Richmond State/Province/ Territory: RI Zip/Postal Code: 02898

Country: US

Start Date: End Date:

Address: 84 Sylvester Street

City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

Address:	85 New York Avenue				
City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

3) Mailing Address (if different): 255 Hancock Avenue

City:		State/Province/ Territory:		Zip/Postal Code:	

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Safety Marking, Inc. reorganized on May 22, 2022 to Safety Marking, LLC. Tax ID is the same.

1 File(s) uploaded: CT Sec of State Business Details.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

When a contract requires unionized labor, Safety Marking LLC will utilize Safety Marking of NY LLC's personnel as Safety Marking of NY LLC is a unionized company. Safety Marking of NY LLC supplies unionized labor to Safety Marking LLC exclusively. Safety Marking of NY LLC will not be performing any active work on these projects. Safety Marking LLC's certified payroll administrator handles Safety Marking of NY LLC's payroll and Safety Marking LLC Controller handles various accounting services for Safety Marking of NY LLC.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Safety Marking LLC is affiliated with Safety Marking of NY LLC which provides union labor solely and exclusively to Safety Marking LLC.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Safety Marking of NY LLC whose sole function is to provide union labor exclusively to Safety Marking LLC. Safety Marking Topco LLC is the parent company to Safety Marking LLC.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.

2 File(s) uploaded: Proof of Payment.pdf, Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a Safety Marking LLC employee had any conflict of interest, that employee would not be allowed to be involved with projects in any capacity nor would they have access to any information regarding the project.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/10/1989

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Mark Kelly, Chairman of the Board

Highview Capital LLC, Shareholder - No owner of Highview Capital directly or indirectly owns 10% or more of Safety Marking LLC

First Name	Mark				
Last Name	Kelly				
MI		Suffix			
Address	Safety Marking LLC				
City	Bridgeport	State/Province/ Territory	CT	Zip/Postal Code	06605
Country	US				
Position	Chief Executive Officer				

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

3 File(s) uploaded: CCVD Form - Question 4.pdf, CCVD Form - Question 4.pdf, CT Sec of State Business Details.pdf

iv) State of incorporation (if applicable);

CT

v) The number of employees in the firm;

160

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

5 File(s) uploaded: Abraham Nieves.pdf, Daniel_King_Resume_4.2020.pdf, PJ Clyne.pdf, Ray Ryan.pdf, SMC History 1973 - Present.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

51

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see attachment with Company History, resumes, and equipment list in item vii) above. Also attached are disclosures that do not apply to any question on this form.

2 File(s) uploaded: BUSINESS HISTORY Additional Information.pdf, Leslie Robinson, Esq - NYSDOT Item 14e.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York State Department of Transportation		
Contact Person	Jeffrey Dionisio, EIC		
Address	3380 Veterans Memorial Highway		
City	Bohemia	State/Province/Territory	NY
Country	US		
Telephone	(631) 905-7139		
Fax #	(631) 761-6474		
E-Mail Address	jeffrey.dionisio@dot.ny.gov		

Company	The Port Authority of NY & NJ		
Contact Person	Marcelo Morelli, Chief Operations Supervisor		
Address	JFK International Airport		
City	Queens	State/Province/Territory	NY
Country	US		
Telephone	(914) 675-1498		
Fax #			
E-Mail Address	mmorelli@panynj.gov		

Company	New York State Thruway Authority		
Contact Person	Jessica Mandy		
Address	4 Executive Boulevard, Suite 400		
City	Suffern	State/Province/Territory	CT
Country	US		
Telephone	(845) 222-4588		
Fax #			
E-Mail Address	jessica.mandy@thruway.ny.gov		

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Safety Marking LLC

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

Chief Financial Officer
Title

03/04/2026 01:55:01 pm
Date

SAFETY MARKING LLC ACTIVE

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

BUSINESS DETAILS

Business Details

General Information

Principal Details

Principal Name
Mark Kelly

Principal Title
Manager

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Principal Residence address
[redacted]

Principal Name
WEST ROAD, INC.

Principal Title
Member

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Agent details

Filing History

Name History

Shares

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

RAY RYAN, LI Superintendent

Contact Information	Cell # - 203.895-1777 Email – rryan@safetymarking.net Office # - 516.333-0489 ***Safety Marking LLC*** 255 Hancock Avenue Bridgeport, CT 06605 (203) 333 - 6870
Position	**Long Island Superintendent**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects ranging in value from $10,000 to $8 million • Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects since 2012 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC. • Working knowledge of all MUTCD, DOT, & FAA specs and regulations • Experienced in layout of new and phase construction • Experienced Epoxy Crew Foreman • Experienced Superintendent
Additional Training	• First Aid & CPR certified • ATTSA Certified Traffic Control Technician • ATTSA Certified Traffic Control Supervisor • OSHA 30

SAFETY MARKING, INC.
255 Hancock Avenue
Bridgeport, CT 06605
FEIN: [redacted]

A. Safety Marking, Inc. has been owned and operated by Mark Kelly since 1973 and is the #1-line striping company in the Northeast and in the top 5 in the Nation.with annual revenues of $40,000,000 to $50,000,000. Safety Marking, Inc. is a full service highway, roadway and airport marking company with expertise in every aspect of pavement marking. Our Corporate Headquarters are located in Bridgeport, CT with offices in Richmond, RI and Westbury, NY. We have successfully completed striping jobs, large and small that include Highway striping, Airports, Parking lots and Custom jobs.

Safety Marking, Inc. offers a full range of products and services that include all aspects of stage construction and application of all durable markings (Epoxy, Thermoplastic, Preformed Tape and Heat Fused Tape) as well as removal of existing markings by hydro blasting, grinding & shot blasting and the installation of rumble strips.

Safety Marking, Inc. is committed to looking toward the future and is constantly working with industry leaders on testing and developing the next generation of pavement markings.

Some company milestones are as follows:

1973 – Safety Marking, Inc. is founded by President Mark Kelly who owns 100% of its shares
1988 - Company launches a full-time highway and roadway marking operation
1989 – Safety Marking, Inc. incorporated February 10, 1989
1993 - Company celebrates its 20th anniversary and beings the first CT State Prime job
1994 - Company establishes new Headquarters in Bridgeport, CT
1995 – Company contracts first NYSDOT Prime job
1996 – Company marks first RIDOT State Prime job
1999 – Company expands to RI and opens second office facility in Richmond
2002 – Company completes initial PANYNJ Prime servicing LGA, JFK, EWR, SWF & TEB
2005 – Company opens third office in Westbury, NY
2012 – Company acquires waterblasting truck for hydroblasting removal
2013 – Company expands its Bridgeport offices and moves its Headquarters to 255 Hancock Ave
2013 – Company is awarded 7 Year PANYNJ Maintenance contract
2014 – Company is awarded 5 Year Westchester County Airport striping & rubber removal contract
2015 – Company is awarded 3 Year Hydro-rubber removal bid for the CT Airport Authority
2015 – Company awarded 3.5 Year subcontract with Rampart Hydro for PANYNJ Rubber Removal Contract
2016 – Company is awarded all 7 CTDOT striping projects, NYSDOT striping contract on Long Island and RIDOT striping contract
2017 – Company is awarded a NYSDOT striping contract on Long Island, striping contracts with Suffolk County, Nassau County, MacArthur Airport, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.
2019 – Hired Daniel King as our Manager of Learning & Development to train all employees
2019 – Opened a new Training Facility at 500 Bostwick Avenue, Bridgeport, CT 06605
2020 – Present - Company continues to win striping contracts with NYSDOT, RIDOT, CTDOT, PANYNJ, CT Airport Authority, Nassau County, Dutchess County, Westchester County, Municipalities in NY, CT & RI and begins the service of installing rumble strips.

Patrick J. Clyne, Safety Director

Contact Information

Cell # - 203.258-7367
Email - pjclyne@safetymarking.net
Office # - 203.814-3410

Safety Marking, Inc.
255 Hancock Ave.
Bridgeport, CT 06605
203.333-6870

Position

Safety Director

Experience

- Employed by Safety Marking since 1993
- Managed various construction and maintenance projects in CT, NY & RI ranging in value from $10,000 to $8,000,000
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor
- 30 Hr OSHA Certified

Education

Humboldt State University – BS in Biology
Dale Carnegie Graduate

Abraham Nieves

Contact Information

Cell # - 203.258-4842
Email - anieves@safetymarking.net

Safety Marking LLC
255 Hancock Ave.
Bridgeport, CT 06605

(203) 333 - 6870

Position

Airport Manager

Experience

- Employed by Safety Marking since 1995
- Managed various construction and maintenance projects in CT, NY, RI ranging in value from $10,000 to $3 million
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- OSHA 30 Hr
- AirMark Certified
- Hydro-removal Certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor

Daniel J. King

[redacted]

daniel.f.king@outlook.com | http://www.linkedin.com/in/kingdaniel

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Needs Analysis ♦ Assessment Management

Presentations ♦ Training and Development

Curriculum Design and Implementation

Education ♦ Success Coaching

Accomplished training and development professional dedicated to life-long learning and instruction, capable of advanced level independent and collaborative efforts based on customer needs. Highly engaging presenter using experience, humor, and trust to engage audiences and deliver content in a principled, equitable, and inviting atmosphere where discussion and questions are the foundation for learning.

Career:

Safety Marking Inc., Bridgeport, CT (2018-Present)
Manager of Learning and Development – Human Resources

Safety Marking provides services to government agencies, municipalities, and independent companies throughout New York, Connecticut, Massachusetts, and Rhode Island. With three locations and a state-of-the-art multi-functional fleet, Safety Marking is a full-time highway and roadway marking operation.

Responsibilities:
- Oversee Performance Management and LMS
- Provide Performance Coaching to Management and Staff
- Design and deliver Operations and Professional skills training

Brookhaven National Laboratory, United States Department of Energy, Upton, NY (2014 – 2017)
Principle Technical Training Specialist: Training and Qualification – Human Resources

Brookhaven National Laboratory is a multipurpose research institution funded primarily by the US. Department of Energy's Office of Science that brings world-class facilities and expertise to the most exciting and important questions in basic and applied science— from the birth of our universe to the sustainable energy technology of tomorrow.

Accomplishments:
- Annually deliver 900+ hours of classroom safety courses to audiences including scientific, support and labor personnel
- Directly impact annual accident rate of less than 0.5% by providing instruction in Fall Protection, Confined Space Safety, Hazard Identification, Slip Simulation, Concrete and Masonry Penetration, Site Orientation, and Employee On-boarding
- Partner with Subject Matter Experts (SMEs) and leadership to ensure 2600 lab employees understand and follow relevant Federal, State, local, industry and laboratory safety and compliance regulations
- Provide analysis, consultation, design and development for the implementation of web-based training for operations such as Accident Investigation, Information Safety, Records Management, and Talent Acquisition
- Collaborate lab-wide to identify root causes and areas for development in safety compliance and operations conduct and determine the most appropriate materials and methods for addressing needs and improving deficiencies
- Collaborate with colleagues to manage training website content for 300+ courses, an annual classroom training calendar of more than 450 sessions, and a six terabyte database of training resources
- Explained the history and science of BNL to guests and visitors as site guide during regular individual and group site tours
- Primary voice-over talent for lab-wide A/V productions including R&D 100 submissions, synchrotron advancements, nano research, collider experiments, historical milestones, operations, and emergency procedures
- One of 20 chosen to participate in the 2016 annual BNL Mentorship Program
- Recipient of 2016 Spotlight Award for exceptional job performance

Spellman High Voltage Electronics Corporation, Hauppauge, NY (2012 – 2014)
Training Manager: Global - Human Resources

Spellman provides direct current and high voltage power supplies for the medical, industrial and scientific communities.

Accomplishments:
- Managed a training budget for 1400 international employees with operations in seven countries
- Reviewed Key Performance Indicators and Annual Performance Reviews with senior staff to align training with goals
- Maintained training records and demonstrate data integrity during audits
- Collaborated with SME's and vendors to develop and deliver hard & soft skill training for internal customers
- Developed and design ELearning courses using Articulate, Audacity, Active Presenter, and MS Movie Maker
- Managed utilization of complete *Velsoft* library including customization, branding, and presenting courses
- Partnered with EHS to develop and present OSHA compliance training such as PPE, Aerial and Scissor Lift, Fall &Hearing Protection and HazCom
- Collaborated with Quality SME to ensure training compliance with ISO 9001 and 14001 standards and policies
- Managed Pearson Global English program for 100 users

Healthfirst, New York, NY (2009 – 2012)
Training Manager for Coaching and Development: Center for Employee Excellence - Human Resources

Healthfirst serves New York and New Jersey with over 1,000,000 members and a network of more than 25,000 providers.

Accomplishments:
- Co-Lead the Excellence in Management Program roll-out to 370 mid-level managers
- Graduated Healthfirst's American Management Association Leadership Development Program
- Co-Managed employee learning portal using SumTotal LMS
- Coached 35 Medicare and Medicaid District Managers on enrollment compliance, process, and procedure
- Spearheaded training roll-out of Healthfirst's Medicaid Paperless Enrollment Application System to 400 employees
- Managed training department content using CMS400.net system
- Collaborated with internal SME's to design and deliver ELearning courses using Articulate software
- Delivered new hire training to New York State Medicaid Facilitated Enrollers and Medicare Sales Reps
- Managed skills assessments, system training, and refresher training for 200 field staff via ILT, E-Learning, and webinar

Autologic, Huntington, NY (2007 - 2009)
Curriculum Development Director – Training Publications

Autologic develops diagnostic and programming software for European & Asian luxury and sports cars.

Accomplishments:
- FrameMaker expert
- Generated 40% ROI on training investment over 18 months
- Researched, wrote and designed training manuals for instructor-led training to customers across NA and Canada

InsideTrack, Success Coaching, San Francisco, CA (2005 - 2006)
Success Coach – NJ & CA

InsideTrack promotes student engagement, persistence, and success through personalized student coaching services.

Accomplishments:
- Certified Success Coach for 75 adult learners
- Coached learners to identify and create goals designed to chart immediate and long-term success
- Conducted 15 daily one-to-one time management, problem-solving, and decision-making skills workshops
- Developed and implemented strategies to achieve self-awareness, academic preparedness, and goal attainment

Hackensack Board of Education, High School, Hackensack, NJ (1994 - 2004)
Teacher of Secondary English – Humanities Department

Accomplishments:
- Teacher of 125 secondary students developing writing, reading, research & analysis, and documentation skills
- Curriculum development and delivery that met and exceeded local, state, and federal standards as per NCLB

Education
Fairleigh Dickinson University
Master of Arts, Teaching English Language & Literature

St. Thomas Aquinas College
Bachelor of Arts, English & Journalism

License / Certificate / Qualification
Success Coach
Adult CPR/AED (AHA)
Basic Life Support (AHA)
Confined Space Trainer (BNL)
Fall Protection: Competent Person (Miller)
State of New Jersey: English Language Arts, Secondary Educator

Membership

Association for Talent Development (ATD)	http://www.astd.org/
The ELearning Guild	http://www.elearningguild.com/

References Available Upon Request

BUSINESS HISTORY FORM
Miscellaneous Disclosures that do not apply to any question on this form

On April 5, 2019, the company received a civil investigative demand from the United States Attorney's office, Northern District of New York. The civil demand required the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. Safety Marking, Inc. complied with the investigative demand and disclosed all documents in accordance thereto and received the attached letter terminating any reporting requirements closing this matter. Please see attached letter from Leslie Robinson, Senior Attorney/NYSDOT.

In January 2020 an employee who was terminated for aggressive and bulling conduct filed a Charge with the NLRB alleging that his bulling conduct was protected speech under the NLRA. No Complaint was issued by the NLRB and the Charge was withdrawn in February 2020 after a settlement.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JANICE A. McLACHLAN
Acting Chief Counsel

VIA EMAIL ONLY

March 10, 2021

Joshua A. Hawks-Ladds, Attorney
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103-3702
JHawks-Ladds@pullcom.com

Mark Kelly, President
Safety Marking, Inc.
PO Box # 38186
Bridgeport, CT 06605
MKelly@safetymarking.net

Re: Safety Marking, Inc.

Dear Mr. Hawks-Ladds:

On January 19, 2021, you notified the New York State Department of Transportation ("the Department") on behalf of your client, Safety Marking, Inc., ("Safety Marking") of a new development related to the United States Attorney's Civil Investigative Demands and investigation of The Fence Man, Inc. Specifically, you reported that Safety Marking has learned that the United States Attorney's Office (USAO) has settled its investigation of The Fence Man, Inc., and the government and the Fence Man executed a formal Settlement Agreement resolving the matter. You also reported that the USAO has not contacted your client, Safety Marking, since June 2019 regarding its investigation of The Fence Man, Inc., and that The Fence Man matter is now closed. Additionally, you indicated that you do not believe that the USAO has any timely claims that could be raised against your client. Therefore, you requested an end to Safety Marking's reporting requirements regarding the USAO's Investigative Demands and investigation of The Fence Man, Inc.

This request was presented to the Department's Contract Review Unit ("CRU") for further consideration on behalf of the Department. The Department hereby grants your request to end Safety Marking's reporting requirements regarding The Fence Man.

Please contact me by e-mail at Leslie.Robinson@dot.ny.gov if you have questions regarding this.

Sincerely,



Leslie Robinson
Senior Attorney

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:14:58 pm

Vendor: Safety Marking LLC

Title: Chief Financial Officer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mark Kelly
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143423

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3423

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	09/02/2025	Shareholder	02/10/1989
Chief Exec. Officer	02/10/1989	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mark Kelly owns the real estate for all of the office locations for Safety Marking LLC. Safety Marking LLC leases those locations from Mark Kelly.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of Safety Marking of NY LLC since May 1, 2016. Safety Marking of NY LLC exclusively provides union labor to Safety Marking LLC. Safety Marking of NY LLC will not be performing any active work on these projects. Owner of the

following holding companies related to real estate and others: Kelly Family Holdings LLC, 460 Bostwick Avenue, Bridgeport LLC, West Road Inc., 255 Hancock Avenue, LLC, New York Avenue LLC, 17 Danbury Avenue, Westport LLC, Stilson Road LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information that "Roadway Striping"

1 File(s) uploaded: Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mark Kelly , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Kelly , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Kelly MKELLY@SAFETYMARKING.NET

CEO

Title

04/01/2026 02:19:38 pm

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Steve Treglia
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143413

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3413

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	05/01/2016	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

CFO

Title

03/30/2026 09:09:01 am

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Terry Healy
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2033336870

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2033336870

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 333-6870

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone (203) 333-6870

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	09/02/2025	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Former CEO of Shamrock Environmental Corporation. Company was based out of Greensboro, NC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Terrence Healy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Terrence Healy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Terrence Healy THEALY@SAFETYMARKING.NET

CEO

Title

03/30/2026 09:11:56 am

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Safety Marking LLC

Address: 255 Hancock Avenue

City: Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Safety Marking, Inc. reorganized May 24, 2022 to Safety Marking LLC. Tax ID is the same as is all other information.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Safety Marking LLC is owned by Safety Marking Topco LLC which is owned by Mark Kelly, [redacted] and Highview Capital[redacted] Highview capital is a large private equity fund and the individual shareholders, partners and members of the fund are private information and not known at the Safety Marking LLC level.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Safety Marking of NY LLC
Safety Marking Topco LLC (However, not taking part in any portion of this contract)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

255 Hancock Avenue

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:16:17 pm

Title: Chief Financial Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
a Brown & Brown Company
405 Church Street
Guilford, CT 06437

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 **FAX (A/C, No):**
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 90196831 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓		[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		[redacted]	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓		[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2025	7/1/2026	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2025	7/1/2026	$5,000,000 occ/$5,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NY - H62153-13GR Pavement Marking Phase 13
The County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any other parties required by written contract are included as Additional Insured per the attached forms.

CERTIFICATE HOLDER
NY - H62153-13GR

County of Nassau
1194 Prospect Ave
Westbury NY 11590

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Harding

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 5, 2025

SUBJECT: Pavement Marking Improvements Phase 13
Contract H62153-13GR
Encumbrance No. CHPW25000011
Approval of Contract Amendment No. 1

This Department is requesting approval of the following Amendment that is necessary for Safety Marking, LLC to perform additional construction services involving the refurbishment of worn and faded pavement markings on Nassau County roads including long lines, stop lines, hatching, crosswalks, symbols and letters to assure good visibility and promote safe and efficient movement and operation of traffic.

PAVEMET MARKING IMPROVEMENTS PHASE 13, CONTRACT No. H62153-13GR
ADDITIONAL FUNDING: Increase Maximum Amount by $737,397.50

This pavement marking project was bid using New York State Department of Transportation (NYSDOT) pavement marking standards and specifications that did not provide sufficient wet weather nighttime retro-reflectivity. Additionally, after the contract was awarded, the Federal Highway Administration released an update to the *Manual on Uniform Traffic Control Devices* to modify pavement marking requirements while the Traffic Engineering Unit was in the process of developing a new epoxy specification to enhance visibility of the pavement markings during wet-night conditions to address the wet weather safety concerns. These factors resulted in updated pavement marking standards and specifications, which led to a fifty (50%) percent increase in line striping width and the inclusion micro-crystalline ceramic beads that provide superior wet-night visibility of the markings over what was used in the past. Since the new pavement marking standards and specifications led to an increased cost per linear foot of pavement markings, not all of the original roads that were scoped for the project could be completed. Additionally, roadways that were recently resurfaced utilizing the NYSDOT pavement marking material required refurbishment to remediate the wet weather nighttime visibility issue. The additional funding being requested will enable us to complete all of the remaining work using our upgraded standards and specifications.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return the memo to this office for appropriate action.

Joseph G Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

11/5/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Liberti, Christopher\Safety Marking H62153-13GR PM Phase 13 Approval Contract Amend No. 1 $737,397.50.cl.doc

Request to Initiate - R25-0255 (P25-0150 - Supplemental Funding for Pavement Marking Phase 13 - H62153-13GR)

RTI Status	**Active**
Request Type	**RFBC**
Service Requested	**Supplemental Funding for Pavement Marking Phase 13 - H62153-13GR**
Justification	**The pavement marking specification being used has been updated to include new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to enable us to complete all of the work that was scoped under the existing pavement marking project using our new standards and specifications.**

Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**737,397.50**	Phase Cost	**737,397.50**
Total Project Cost	**$737,397.50**		
Start Work	**04/15/2025**	Duration	**6 months**
Renewal Options	**None**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**The original project has already been bid. We will be using the same contract terms and bid prices.**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62153 - Federal Aid Durable Marking Program	123	PWCAPCAP	737,397.50		0			10/20/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of Days Show calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • Materials Show calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Christopher Liberti**	**10/20/2025 09:27 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**10/20/2025 10:47 am**
AIM Entered	**Deanna Funk**	**10/21/2025 07:12 am**
Time Sheet Code	**25-0255**	
Commissioner Approved	**William Nimmo**	**10/21/2025 08:50 am**
DCE / Ops Approved	**Arthur Walsh**	**10/23/2025 12:56 pm**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

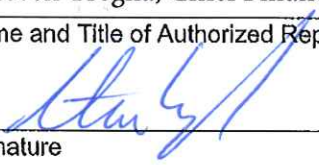
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven Treglia, Chief Financial Officer — 3/18/26

Name and Title of Authorized Representative — m/d/yy



Signature — 3/18/26 Date

Safety Marking LLC

Name of Organization

255 Hancock Avenue Bridgeport, CT 06605

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

May 6, 2026

Bronson Kelly, Vice President of Operations
Safety Marking, Inc.
255 Hancock Avenue
Bridgeport, CT 06605

Re: Nassau County Pavement Marking Improvements Phase 13
Contract No.: H62153-13GR; PIN 0761.23; LD040158
Encumbrance No.: CHPW25000011 for $1,474,795.00
Extension of Time

Dear Mr. Kelly:

This is in reference to your letter dated April 28, 2026, requesting an extension of time under the aforementioned contract due to inclement weather conditions that ceased seasonal operations earlier than anticipated. Based on the reason stated above, you are hereby advised that the extension of time per Article XIII of the Agreement is granted to December 31, 2026 to coincide with the expiration of the State and Local Agreement.

This extension of time is not an acknowledgement by the Commissioner that the same was caused by any action on the part of the County and shall serve to relieve you from any of the terms and conditions of the Contract or from full responsibility of performance of the obligations hereunder. The County specifically reserves any and all claims, causes of action, and the right to assess damages against you or your surety.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwashcyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Harold Lutz, Director of Traffic Engineering Unit
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III
Elizabeth Kobel, Administrative Officer II
Kuros Sorbi, Resident Engineer
Donnalyn Pritchard, Office Engineer
Isaac Aliyu, NYSDOT Regional Local Projects Construction Monitor

B05-25

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 Prospect Avenue
Westbury, NEW YORK 11590-2723

NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS PHASE 13

PIN 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO: H62153-13GR

June 2024

Bruce A. Blakeman
County Executive

Kenneth G. Arnold, P.E.
Commissioner of Public Works

Contract No. H62153-13GR
PIN 0761.23

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Nassau County
New York

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **Tuesday, June 25th, 2024 until 10:30 AM, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature**, and the contract awarded as soon thereafter as practicable for:

Nassau County
Department of Public Works
Pavement Marking Improvements, Phase 13
P.I.N. 0761.23
Various Locations
Contract No. H62153-13GR

The Scope of Work will include refurbishing worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbol pavement markings) on various roads throughout the County road system with a durable, reflective pavement marking materials. These markings will help guide drivers along County roads and will help enhance the safety and efficiency of our roads. Your bid shall be based upon a Notice to Proceed to be issued in the third quarter of 2024.

All questions should be submitted in writing to the attention of Harold Lutz, Project Manager, 1194 Prospect Ave., Westbury, N.Y. 11590, by no later than 4:00 PM on Friday, June 7, 2024. Questions may also be e-mailed to hlutz@nassaucountyny.gov. No faxed questions will be accepted.

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. **At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Operating Engineer, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.**

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined and purchased at the **Permit Office** of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on Friday, May 24th, 2024 until 3:45 PM on June 21st, 2024 (Closed from 12:00 N to 1:00 pm and on all County Holidays). Copies of the Bid Contract Documents for use in bidding will be available for purchase at the Permit Office only during this period.**

In order to submit a bid, a non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, **will be required for each set of Bid Contract Documents purchased from the Permit Office**. Prospective bidders requesting Contract Documents **by mail** must remit an additional, non-refundable, fee of $30.00 per set to cover handling and first-class mailing. ***ONLY BID CONTRACT DOCUMENTS PURCHASED FROM THE PERMIT OFFICE IN THIS MANNER WILL BE ACCEPTED/CONSIDERED*. In addition, any vendor submitting an offer for this solicitation should submit the required vendor disclosures in the Vendor Portal as well.**

Furthermore, a downloadable set of the technical specifications (NOT to be used for bidding-for informational use only) can be found on the County solicitation board at no charge for all registered users at: https://apex5.nassaucountyny.gov/ords/f?p=533:226. To access these documents, click on the "Vendor Portal" link.

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County. The Nassau County Bid Solicitation Boards are open to all registered vendors. Vendors that have not registered are able to view open solicitation opportunities, but they are not able to download solicitation documents or submit bids or proposals.

To complete the registration process, please click on the New Vendor registration link:
https://apex5.nassaucountyny.gov/ords/f?p=CEVM:VREG

SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, IF THE BID REQUIRES SUBMISSION OF SUBCONTRACTOR INFORMATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON-RESPONSIVE."

Please be advised that the DBE goal for the subject County Federal Aid Project was set at **10%**. The Project also has a **5.8%** EEO Minority participation goal along with a **6.9%** EEO Female participation goal.

MWBE UTILIZATION PLAN – In accordance with Title 53, Nassau County Local Law No.14-2002, all Vendors shall submit a MWBE Utilization Plan with their Proposal.

Project has federal funding. Federal reporting and NYSDOT record keeping requirements are included as part of the contract documents.

Dated at Mineola, LI
May 22nd, 2024

By Order of County Executive, Bruce A. Blakeman
By Michael C. Pulitzer, Clerk of the Legislature

All Contractors - Please Note:

This Nassau County construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting Nassau County clause/procedures. In addition, this project will be constructed in conformance with the lateest New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with Nassau County bidding requirements contained within, the NYSDOT specifications will apply.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contractor is advised that this construction contract is funded with Federal Highway Administration (FHWA) funds and, as such, is subject to United States Department of Transportation (USDOT) rules and regulations implementing the USDOT Disadvantaged Business Enterprise (DBE) program mandated by Federal Law. **The DBE goal for this construction contract is TEN percent (10%).**

Accordingly, the Contractor will be responsible for completing **all** mandated DBE forms as described in New York State Department of Transportation's manual ***Procedures for Local Projects Manual, Chapters 13, 14, and 15.*** These chapters and related forms can be downloaded from the following NYSDOT webpage:

https://www.dot.ny.gov/plafap?nd=nysdot

The lowest responsible bidder, once approved by Nassau County Department of Public Works, will be required to submit DBE Forms **AAP-19LL - DBE SCHEDULE OF UTILIZATION,** ***AAP 20LL - DBE UTILIZATION WORKSHEET,*** and ***CONR 89LL – APPROVAL TO SUBCONTRACT,*** **prior** to contract award; printed directly from EBO once the Template is uploaded on to EBO and the Lowest bidder has performed pre-award approvals, etc.

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS

The Contractor is also advised that this FHWA funded contract will be subject to the requirements of **Title 29 CFR**. Specifically, all requirements of **29 CFR Part 1910** and **Part 1926** will be enforced on this County contract. The New York State Public Employee Safety & Health Bureau (**PESH**) of the New York State Department of Labor has adopted all of the standards of **Title 29 CFR**. Construction Program employees are public employees, and are therefore covered by **PESH** primarily under **29 CFR 1910**.

The Contractor will perform all necessary planning, supervision, and training activities to ensure that all of the requirements of **29 CFR 1926** are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the County, prior to the start of work, satisfactory evidence that all current requirements of **29 CFR 1926** will be adequately addressed. As a minimum, the Contractor shall provide a written **Project Safety and Health Plan** which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins and periodically throughout the project, the Contractor's project supervision staff shall meet with the County to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the contract site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum, this plan shall include the following items:

- Identification of project and company safety officers.
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.
- **List of Hospital(s) in close proximity to job location(s), depending on the number of locations.**
- **Direction(s) to each hospital from each job location.**

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County. **Bids shall be based upon a Notice to Proceed (NTP) to be issued in the 3rd quarter of 2024. Your bid shall be based upon projected wage rates and material**

costs for the work from NTP to completion.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified

mail). Bid Security shall also be presented with the BID and shall be **OF THE BID BOND FORM PROVIDED** and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then **"attached to the OUTSIDE of the envelope containing the BID."**

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have **NOT** been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable)that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Kenneth G. Arnold, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to

any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document. If there are any changes to be made to the contract - item quantity **changes**, etc. - after NYSDOT Contract Documents approval - any addenda must be submitted to the NYSDOT Design Department for review and approval **prior to letting the project.**

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in an amount equal to not less than 10% of the amount bid, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in an amount of not less than 10% of the amount bid. BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN.** The American Institute of Architects or similar substitute forms **OR FORMS IDENTICAL TO THAT PROVIDED HEREIN** will **NOT** be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.**

2. **If after opening the BID, the Bid Security is found to be less than the required 10%, the BID will at that point be determined to be non-responsive and the BID will be rejected.**

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either

the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

INSTRUCTIONS TO BIDDERS

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller.

http://www.osc.state.ny.us/vendrep/.

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

   a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

   b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

   c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

   d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and

any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or

erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's

qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

1. The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

2. After the Sponsor (Nassau County Department of Public Works) lets the project, a contract award package is compiled as per Chapter 14 of the Local Project Manual (LPM) and submitted to NYSDOT Construction for review and their concurrence. Once the contract award package is found to be in order, the Sponsor (NCDPW) will receive from the NYSDOT Construction a "Notice to Proceed" letter in the form of an e-mail, and the project is officially awarded. **Then the Sponsor should schedule a pre-construction meeting with the NYSDOT Local Project Construction Monitors, utility companies (if applicable), and the Consultant inspection staff.**

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
$0 - $5000	$0
$5001 - $50,000	$160
$50,001 - $100,000	$266
Over $100,000	$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a

Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices. Instructional materials may be provided during the brief instructional session.

R. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a

2. GENERAL MUNICIPAL LAW, Section 103-d

3. LABOR LAW, Article 8 and Article 10

4. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS

4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3

5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.

7. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

8. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

9. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

S. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. Within 30 days after the Department has granted preliminary approval of proposed subcontractor(s), contractor shall provide all required vendor integrity and disclosure documents for preliminarily approved subcontractor(s). A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

   a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

   b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

   c. Not have an unsatisfactory record of performance.

   d. Not have an unsatisfactory record of integrity and business ethics.

   e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

U. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.

X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

All bidders are required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which requires bidders to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53. The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

Y. PARTICIPATION BY SERVICE_DISABLED VETERANS IN COUNTY CONTRACTS

The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.

Z. DISADVANTAGE BUSINESS ENTERPRISE (DBE) UTILIZATION

DBE should follow the Section 13.8 of the LPM procedures.

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.
2. Definitions.
3. Requirements and Exceptions.
4. Enforcement.
5. Severability.
6. Applicability

1. **Legislative intent and purpose.** The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. **Definitions.** As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved

by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least on apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.

D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the

contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying the signatory status.

E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person,

individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

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BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned SAFETY MARKING LLC as Principal; and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

TEN PERCENT OF ATTACHED BID dollars ($ (*10%*)) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 11TH day of JUNE, 2024

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. H62153-13GR for the
NASSAU COUNTY PAVEMENT MARKINGS PHASE 13
NYSDOT PIN 0761.23

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

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and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

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BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SAFETY MARKING LLC
Contractor

by _____ (L.S.)
MARK KELLY - CEO

(Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)

Title CFO

by _____ (L.S.)

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer BENJAMIN SHAW - ATTORNEY-IN-FACT

~~XXXXXX~~WITNESS _____ (L.S.)
Title of Officer

(Corporate seal of Surety)

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BID BOND

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)

ss.: Bridgeport)
COUNTY OF FAIRFIELD)

On this 19th day of JUNE , 2024 , before me personally came Mark Kelly to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the Safety Marking LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Ashley Hobberlin
Notary Public

ASHLEY ANN HOBBERLIN
Notary Public, Connecticut
My Commission Expires 11/30/2026

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

BID BOND

(Acknowledgment by Surety Company)

STATE OF MAINE)

)

ss.:
COUNTY OF ANDROSCOGGIN)

On this 11TH day of JUNE , 2024 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that she is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Emily Fitz
Notary Public

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11TH** day of **JUNE**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NO TEXT ON THIS PAGE

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,104,395,801	LOSSES	$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,606	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	$ 3,429,701,342
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,318,234,716
TOTAL ASSETS	$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	$ 5,747,936,058

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

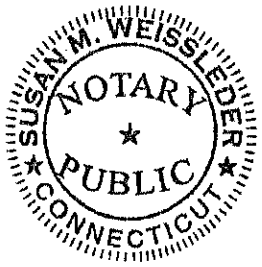
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody
VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

NO TEXT ON THIS PAGE

PROPOSAL

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS
PHASE 13
P.I.N. 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO.: H62153-13GR

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 255 HANCOCK AVENUE BRIDGEPORT, CT 06605

Telephone: (203) 333 - 6870 Date: JUNE 21, 2024

Fax Tel: (203) 330 - 2743 E-MAIL: cthomas@safetymarking.net
mkelly@safetymarking.net

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: CONNECTICUT

Name of President: MARK KELLY

President's Domicile: [redacted]

Name of Vice President: NONE

Vice President's Domicile: N/A

Corporate Officer: STEVE TRECGLIA Title: CFO

Corporate Officer's Domicile: [redacted]

Corporate Officer: MARK KELLY Title: CEO

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm, or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for the allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties 247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

June 20, 2024

Nassau County Department of Public Works

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Safety Marking LLC

Contract Number: H62153-13GR
Description: Nassau County Pavement Marking Improvements

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Safety Marking LLC,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Jessica Masterton

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: Optg. Engineer (Heavy Equipment)

IN THE EMPLOY OF: Int'l Union Operating Engineers LU #138 ETC LI

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Optg. Engineer (Heavy Equipment)

GIVEN AT ALBANY, NEW YORK, ON: Thursday, March 14, 2024



Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, *Governor*

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

Fund Administrator
ANNALISA C. DEFALCO, ESQ.

Training Director
STEVEN M. AURIGEMA

BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
DONNA DEFEDE
PHILIP BEYER
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

June 20, 2024

Owner : Nassau County Department of Public Works
Contract/Bid No. : H62153-13GR
Description : Nassau County Pavement Marking Improvements

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Safety Marking of NY, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2022 to May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely, Joe Ventura

Joint Apprenticeship Training Fund

INFORMATION FOR BIDDERS

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the Bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the Bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or lass than estimated.

III. Lump Sum Contracts

Bids on Lump Sum contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,00 attach here verification letter regarding your firm's having an approved State of New York Apprentices Training Program.

NO TEXT ON THIS PAGE

DISADVANTAGED, MINORITY, AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

The New York State Department of Transportation has established the following Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §102-12 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

For Clarification of Utilization Requirements refer to New York State Specification §102-12

DBE Utilization Goal – **10.0 percent**
MBE Utilization Goal – **0.0 percent**
WBE Utilization Goal – **0.0 percent**

EEO Participation Goals for Minority – **5.8%**
EEO Participation Goals for Women – **6.9%**

Directories and/or information related to the current certification status of Disadvantaged, Minority, and Women's Business Enterprises can be obtained via the links below:

For DBE: https://nysucp.newnycontracts.com/
For MBE and WBE: https://ny.newnycontracts.com/?TN

Disadvantaged/Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a DBE/MBE/WBE Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged/Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE/MBE/WBE Officer

KELLY LAVOIE, HR MANAGER / EEO OFFICER
(Name, Title)

Telephone Number (203) 814 - 3416

RETURN THIS PAGE WITH BID

Nassau County Pavement Markings Phase 13
Nassau County Department of Public Works
NYSDOT PIN 0761.23 / H62153-13GR

NO TEXT ON THIS PAGE

Pavement Markings Phase 13
PIN 0761.23
Contract # H62153-13GR

NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

Bidder

Officer: MARK KELLY, CEO OF SAFETY MARKING LLC
(Name, Title)

Telephone Number: (203) 333 - 6870

RETURN THIS PAGE WITH BID

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
619.01	1 LS	Basic Work Zone Traffic Control FOR: TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$275,000	00	$275,000	00
619.24	1 LS	Nighttime Operations FOR: ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$175,000	00	$175,000	00
635.0103	860,640 LF	Remove Existing Pavement Marking Striping FOR: ZERO DOLLARS AND FIVE CENTS Dollars Cents	$ 0	05	$43,032	00
635.0203	227 EA	Remove Existing Pavement Marking Letters FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 5	00	$ 1,135	00
635.0303	515 EA	Remove Existing Pavement Marking Symbols FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 5	00	$2,575	00
685.07200110	371,600 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS Dollars Cents	$ 0	59	$21,944	00
685.07200210	227 EA	White Epoxy Reflectorized Pavement Letters:20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 155	00	$35,185	00

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
685.07200310	508 EA	White Epoxy Reflectorized Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS (Dollars / Cents)	$155	00	$78,740	00
685.07200410	39,970 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ONE DOLLAR AND NINETEEN CENTS (Dollars / Cents)	$1	19	$47,564	30
685.07200510	121,060 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: TWO DOLLARS AND EIGHTY FIVE CENTS (Dollars / Cents)	$2	85	$345,021	00
685.07200610	318,630 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS (Dollars / Cents)	$0	59	$187,991	70
685.07200710	9,230 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND NINETY CENTS (Dollars / Cents)	$0	90	$8,307	00
685.07200810	0 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Small - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (Dollars / Cents)	$195	00	0	00

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.07200910	0 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Large - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 195	00	0	00
699.040001	1 LS	Mobilization FOR: FIFTY SIX THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$56,000	00	$56,000	00

NO TEXT ON THIS PAGE

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

FOR ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS

Dollars Cents

CONTRACTOR: SAFETY MARKING LLC

BY: MARK KELLY

TITLE: CEO

SIGNATURE:

DATE: JUNE 21, 2024

Nassau County DPW

Page 69 of 769

Contract No. H62153-13GR
Pavement Marking Improvements-Ph 13-PIN 0761.23

NO TEXT ON THIS PAGE

NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES ____✓____ NO

E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

NONE

NO TEXT ON THIS PAGE

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: JUNE 21, 2024

Signature: [signature]

Print Name: MARK KELLY

Title: CEO

Company Name: SAFETY MARKING LLC

Street Address: 255 HANCOCK AVENUE

City / State / Zip: BRIDGEPORT, CT 06605

Mailing Address: PO BOX 381860 BRIDGEPORT, CT 06605
(If different from Street Address)

Federal I.D. #: [redacted]

Telephone #: (203) 333-6870

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If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name	Legal Residence
MARK KELLY, CEO (President / Member / Partner)	[redacted]
(Vice President / Member / Partner)	
(Secretary / Member / Partner)	
STEVEN TREGLIA (Treasurer / Member / Partner)	[redacted]

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	SAFETY MARKING LLC
Address (street/city/state/zip code):	255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Authorized Representative (name/title):	MARK KELLY, CEO
Authorized Signature:	
Contract Number:	H62153 - 13GR
Contract/Project Name:	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13
Contract/Project Description:	THE INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS AT VARIOUS LOCATIONS IN NASSAU COUNTY

Part 2- Projected MBE/WBE/SDVOB Contract Summary: PLEASE SEE ATTACHED DBE COMMITMENT

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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Appendix 14-9
DBE COMMITMENT

AAP 141L
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date: 6/25/2024

Proposer Name Safety Marking LLC

Address: 255 Hancock Avenue Bridgeport, CT 06605

PIN 0761.23
Contract # H62153-13GR
DBE Goal 10% **% as Stated in the Advertisement**

We hereby submit a DBE commitment of 10 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % [A]	Commitment [B]	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Guard Drainage Installation	100	$1,120,000	$1,120,000
Apex Striping Inc Address: 6500 New Venture Gear Drive East Syracuse, NY 13057	Material Supplier		60%	$245,799.17	$147,479.50
Address:					
Address:					
Address:					
Address:					
Address:					

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment: $147,479.50

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.0.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

Appendix 14-9
PROPOSED DBE COMMITMENT

Date Submitted: June 25, 2024
Sponsor Name: Nassau County Department of Public Works
Address: 1194 Prospect Avenue
Westbury, NY 11590

RE: H62153-13GR – Nassau County Pavement Marking Improvements – Phase 13

Project Location: Various Locations in Nassau County
PIN: 0761-23
Contract: H62153-13GR
DBE Goal: 10%

Dear Sir or Madame:

We hereby provide a commitment of 10% toward the DBE Goal for the above-referenced project.

Identified below is the certified DBE and commitment we have made for this project:

DBE Name	Work Category	Description of Work	DBE Credit%	Estimated Commitment	Commitment DBE Credit
Apex Striping, Inc.	Epoxy Paint	Supply	10%	$245,799.17	$147,479.50
				Total Commitment	$147,479.50

Within 5 Days of notification as apparent low bidder, we shall enter all the DBE commitments identified into the NYSDOT's civil rights reporting software, Equitable Business Opportunity Solution (EBO).

If the DBE commitment is below the established goal, a Good Faith Effort package will be provided to Nassau County Department of Public Works.

Respectfully Submitted,

Mark Kelly
CEO, Safety Marking LLC
FEIN: [redacted]

59 Stilson Avenue
Richmond, RI 02898
401.539.1016

255 Hancock Avenue
Bridgeport, CT 06605
203.333.6870

84 Sylvester Street
Westbury, NY 11590
516.333.0489

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Apex Striping Inc.**
OWNER	**Laura Hulsizer**
ADDRESS	**6500 NEW VENTURE GEAR DRIVE** **EAST SYRACUSE, NY 13057 [map]**
PHONE	**315-432-0714**
FAX	**315-432-0715**
EMAIL	**lhulsizer@apexstriping.com**
COUNTY	**Onondaga (NY)**

Certification Information

CERTIFYING AGENCY	**New York State Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Apex Striping Inc. specializes in reflectorized pavement markings primarily for highways, roadways, and bridges. This includes paint, epoxy, tape, raised markers along with pavement marking removal. Merchant wholesaler of pavement markings.** **Firm's primary market areas include the Mohawk Valley, Central NY, Genesee Valley, Finger Lakes Region, the Southern Tier and the North Country.**

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Traffic lane painting
NAICS 423390	Other Construction Material Merchant Wholesalers
NYSDOT Construction 619	WORK ZONE TRAFFIC CONTROL

NYSDOT Construction 635	CLEANING AND PREPARATION OF PAVEMENT SURFACES FOR PERMANENT MARKERS
NYSDOT Construction 640	REFLECTORIZED PAVEMENT MARKING PAINT
NYSDOT Construction 646	DELINEATORS, REFERENCE MARKERS AND SNOWPLOWING MARKERS
NYSDOT Construction 649	AUDIBLE ROADWAY DELINEATORS
NYSDOT Construction 685	EPOXY REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 688	PREFORMED REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 708	PAINTS
NYSDOT Construction 727	PAVEMENT MARKING MATERIALS
NYSDOT Construction 730	SIGNS AND DELINEATORS

This profile was generated on 6/21/2024

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in, typed if possible. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51 YEARS

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 33 YEARS

   b. as a Subcontractor 51 YEARS

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
PLEASE SEE ATTACHMENT "ALL OPEN JOBS OVER $250,000"			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
PLEASE SEE ATTACHMENT "COMPLETED JOBS"			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

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ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority	Contract Amount	% Complete	Start Date
D264859	NYS DEPT OF...	AL BURRICIELLO	(631) 761-6475	NYSDOT	[redacted]		
D265078	NEW YORK STATE DOT -...	AL BURRICIELLO	(631) 761-6475	NYSDOT			
2023CT041	RIDOT - 2024-2025 STATEWIDE...		(401) 639-0970	RIDOT			
MBTP496	EMPIRE ROAD MARKINGS CORP -...		347-275-0635	NYCDOT			
2023CT042	RI DEPT OF TRANSPORTATION...		401-639-0970	RIDOT			
279805	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
2023CT002	RIDOT-2023-2024 STATEWIDE...			RIDOT			
279806	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
253112	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
266605	CTDOT DISTRICT 4		203-591-3610	CTDOT			
268528	CTDOT DISTRICT 3 MAINTENANCE...		203-389-3035	CTDOT			
279253	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT			
MBTP513	EMPIRE ROAD...	ANTONIO FREIRE	347-275-0635	NYCDOT			
279807	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
232955	CTDOT DISTRICT 1 EPOXY IN...			CTDOT			
4600013JFK	JFK INTERNATIONAL...		347-343-1565	PANYNJ			
280348	CTDOT DISTRICT 3		203-389-3030	CTDOT			
172500	AMERICAN INDUSTRIES -...	Cale Carnot / Austin Cook	860-376-2537	CTDOT			
173540	TILCON CONNECTICUT - 2024...	Emily Trezza		CTDOT			
PR2304002	J.B. LANAGAN & CO INC -...						
0697JFK	JFK INTERNATIONAL...		(551) 338-3375	PANYNJ			
2022CH024	D'AMBRA...	Steve Grasso & Frank Gammino	401-952-3410	RIDOT			
36203	EMPIRE PAVING-DESIGN-BUILD...	Chris Goddard&Kelly Dessureau	203-627-3917	CTDOT			
D900055	EL SOL DEFOE JV-DESIGN-BUILD...	Kar Lwin & Francis Whaley	646-523-9875	NYSDOT			
T23424CP	TOWN OF HUNTINGTON -...		631-687-0192	TOWN OF HUNTINGTON			
2021DB015	SKANSKA LYNCH JV-DESIGN...	MAMBARRA SINYAN	401-569-2974	RIDOT			
79246	O & G INDUSTRIES - I-91 &...	Joe Sefcik & Rosaline		CTDOT			
56316	WATERS CONSTRUCTION CO -...	Mike Bottone & John Rothe	203-650-6545	CTDOT			
102295	YONKERS CONTRACTING-MEDIAN...	Liam Buckley & Fred Cardillo	917-299-6365	CTDOT			
254792	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
0697EWR	NEWARK LIBERTY...		(973)-583-4730	PANYNJ			
2021CH054	JH LYNCH & SONS-BOSTON NECK...	Mark Callaghan	401-640-7083	RIDOT			
2020CH065	JH LYNCH & SONS - PELL...	Colby Johnson and Steve Martin	401-573-3675	RIDOT			
D900053	TULLY CONSTRUCTION CO -...	BILL GROESBECK	347-573-0461	NYSDOT			
H61587PR9	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
280142	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
1720517	BLAST ALL, INC. -...	Dan Briggs & John Lambe	860-575-9968	CTDOT			
H61587PR10	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
d265125	TILCON NEW YORK - HIGHWAY...	Chris Cuccolo	845-608-6559	NYSDOT			
D264461	TULLY CONSTRUCTION...	Michael Salvador	917-662-6736	NYSDOT			
1703704	WATERS CONSTRUCTION COMPANY...	Ed Clark	203-767-9129	CTDOT			

ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $260,000

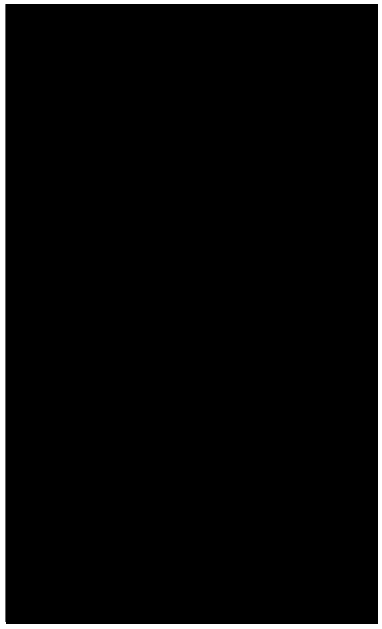
53201	TILCON CONNECTICUT - 2024...	Apostol & Greg	860-224-6066	CTDOT
TEB144064	TILCON NEW YORK - RUNWAY...	Victoria Santanello & James	201-538-7229	PORT AUTHORITY
D264972	TULLY CONSTRUCTION...	CONNOR KASNY	917-337-2474	NYSDOT
4600013EWR	NEWARK LIBERTY...	Anselmo, Frank	973-961-6020	PANYNJ
2023CH028	J.R. VINAGRO - PAVEMENT...			RIDOT
TANY2328	NEW YORK THRUWAY AUTHORITY -...		845-918-2587	NYSTA
2024CR008	J.H. LYNCH - 2024 PAVER...		401.333.4300	RIDOT
HBKBQEWO2	BOVE INDUSTRIES-WHEN & WHERE...	Manny Hernandez	551-529-0933	NYCDOT
102296	YONKERS CONTRACTING-ROUTE 15...	Tom Whelahan & Eliot Lora	914-369-1440	CTDOT
D264649	BEAVER CONCRETE...	Pranav Savaliya & Hardik Rao	203-558-2793	NYSDOT
42317	EMPIRE PAVING - RESURFACING,...	Matt M and Kelly Dessureau	203-654-5467	CTDOT
DCH202217B	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	845-486-2925	DUTCHESS COUNTY DPW
D900057	POSILLICO CIVIL INC - DB...	John Sottnik & Nick Iaboni	516-551-7879	NYSDOT
58340	AMERICAN INDUSTRIES-I-95 NB...	Cale Carnot	860-912-1387	CTDOT
D264857	H & L CONTRACTING-PRIORITY...	Daniel Leo	927-567-2292	NYSDOT
D264076	EL SOL CONTRACTING/ES II ENT...	Percy Mowdawalla & Chris	516-510-8998	NYSDOT
2023CH029	D'AMBRA CONSTRUCTION -...			RIDOT
92692	AMERICAN INDUSTRIES-2022...	Cale Carnot & Kevin Mobley	860-376-2537	CTDOT
2023CH024	D'AMBRA CONSTRUCTION -...	Glen Skurka & Frank Gammino	401-952-3410	RIDOT
D264584	PETER SCALAMANDRE - SAFETY &...	CHRIS LACAGNINA	516-868-3000	NYSDOT
D264937	GRACE INDUSTRIES INC - ROUTE...	GREG STOLTE	917-337-6089	NYSDOT
44156	MANAFORT BROS-I-95...	DAVID LEJEUNE	860-837-4306	CTDOT
FCC2209	FERREIRA...	Special billing- Elena handles		PANYNJ
H61587PR8	PRATT BROTHERS-PRIORITY...	Greg Couch		NCDPW
E265268	SAFETY MARKING, LLC -...		203-333-6870	NYSDOT
58307	EMPIRE PAVING - 1-95...	Kush Desai & Alex Vasel	203-996-6968	CTDOT
S230802502	J.R. VINAGRO - RUNWAY 16-34...	Joann Marseglia	401-369-6186	
D264507	ECCO III - BRIDGE...	George Tolli	914-490-4744	NYSDOT
T13219	2019 CITY OF MERIDEN STRIPING			
DCH202217A	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW
PR2201034	DIGREGORIO CORP - PROJECT...			
T12122	TOWN OF GREENWICH -...	Ellen Mytych		TOWN OF GREENWICH
4600013SWF	STEWART INTERNATIONAL...	Omar & Stephanie		PANYNJ
2019DB106	SKANSKA MANAFORT JV -...		617.939.5365	RIDOT
2023CR003	D'AMBRA CONSTRUCTION-2023...	Frank Gammino & Steve Grasso	401-952-3410	RIDOT
2023CH017	J.R. VINAGRO - TOWER HILL...	Danielle Albro Goetze	401.230.5317	RIDOT
79245	O & G INDUSTRIES, INC -...	Rosaline & Joe Sefcik	203-948-9010	CTDOT
102368	WATERS CONSTRUCTION - ROUTE...	Michael Bottone	203-615-1343	CTDOT
EWR154384	CRISDEL GROUP, INC -...	Jason McNab	905-561-7550	PANYNJ
1703705	WATERS CONSTRUCTION CO -...	Ed Clark	203-767-9129	CTDOT
25152	TILCON CONNECTICUT - 2024...	Emily Trezza & Ashely Vess	860-224-6078	CTDOT
CP1906036	SUBSTATION G-20	Eric Johnson	917-783-0048	MTA LIRR
D264563	H & L CONTRACTING-GRID DECK...	Frank Vazquez	631-813-2266	NYSDOT
LD031769	FERGUSON ELECTRIC-NEW...	ZACHARY VACCO	(959) 261-6733	CITY OF NEW ROCHELLE
H6158775G	H&L CONTRACTING LLC - NASSAU...		917-567-2292	NCDPW
2023CH011	JH Lynch - Pavement...	Web Larkin	401.363.0881	RIDOT

[redacted]

ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

279021	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT
4600013LGA	LA GUARDIA AIRPORT-PAVEMENT...	RAY	917-807-9380	PANYNJ
T15423CP	CITY OF WATERBURY - PAVEMENT...	Marianne and Jose		CITY OF WATERBURY
151312313	REHABILITATION OF BRIDGES...	Simona Visinski & Pat Cumiskey	203-709-0457	CTDOT
WCA19003	LINE STRIPING AND RUNWAY...	TOM RUMBARGER	914-995-8226	COUNTY OF WESTCHESTSER
282436	CTDOT DISTRICT 1 I-84 TAPE		860-258-4518	CTDOT
GWB244048	GEORGE WASHINGTON BRIDGE...	John Miozzi	848-235-6717	PANYNJ
2024CB012	BARLETTA/ Aetna -...	Kyle Ferreira	339-237-2933	RIDOT
2024CH017	J.H. LYNCH - PAVEMENT...		401-333-4300	RIDOT
0697LGA	LA GUARDIA AIRPORT-RUBBER...		917-939-2254	PANYNJ
RK93	DEFOE...	BRENDAN MCLAUGHLIN	914-447-0924	MTA TBTA
D900050	HALMAR INTERNATIONAL - VAN...	C. Rafferty/A Kristic	845-608-7372	NYSDOT
PR2306071	ARCO NATIONAL NEW ENGLAND -...			
GWB244042	REHABILITATION OF 178TH &...	Brian Cimler & Bhavesh Patel	201-253-8331	PANYNJ
D264953	ARGENIO BROS-PMI PAVING &...	AL BOCKEMUHL	845-629-7510	NYSDOT
D264422	ECCO III - REPLACEMENT OF...	Peter Ross & Pedro Bautista	732-618-1359	NYSDOT
D264410	PERFETTO CONTRACTING CO. INC...	KEVIN LYNCH	718-858-8600	NYSDOT
2021CH051	CARDI/Dambra-AIRPORT...	Chris Willet -D'AMBRA	(401) 932-4349	RIDOT
PR2305051	JETBLUE AIRWAYS - JET BLUE -...			
JFK174115G	TULLY CONSTRUCTION - WO#122...	Joe Dollard&Melissa Dambrogio	917-662-6736	NYSDOT
TANE2222B	J. D'ANNUNZIO &...	Tien Tran	848-250-3100	NEW YORK THRUWAY AUTHORITY
D264883	EE CRUZ CO INC - BRIDGE...	Chris Mezzanotte	929-659-1208	NYSDOT



ITEM 4

SAFETY MARKING LLC
COMPLETED JOBS

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority	Contract Amount	JTD Work Billed	Start Date	Status
TANY2231	NEW YORK STATE THRUWAY...	Jessica Mandy,Granderson Cross		NYSTA	[redacted]			Closed
D264592	NYSDOT-2022 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
TANY2120	INSTALLATION OF PAVEMENT...			NYS THRUWAY AUTHORITY				Closed
4600012SWF	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
H6215312G	PAVEMENT MARKING...			COUNTY OF NASSAU				Closed
D264349	2021 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
DCH202013D	DUTCHESS COUNTY DPW -...			DUTCHESS COUNTY DPW				Closed
T23421	TOWN OF HUNTINGTON - TOWN...			TOWN OF HUNTINGTON				Closed
H6215311G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU				Closed
H6215310G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU				Closed
4600012TEB	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
4600012EWR	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
4600012JFK	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
D264113	2020 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
D263829	2019 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
4600011EWR	REMOVAL OF RUBBER DEPOSITS...	ENRIQUE SANABRIA		PANYNJ				Closed
CP5037	FFY 16 SUFFOLK COUNTY...			SUFFOLK COUNTY DPW				Closed
DCH201703B	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	845.486-2925	DUTCHESS COUNTY DPW				Closed
DCH201703	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW				Closed
D263305	2017 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
H62153A	PAVEMENT MARKING...			COUNTY OF NASSAU DPW				Closed
HWY201502	TOWNWIDE REQUIREMENTS...			TOWN OF HUNTINGTON				Closed
WCA14006	LINE STRIPING & RUNWAY...			WESTCHESTER COUNTY DPW				Closed
450006EWR	NEWARK AIRPORT- REMOVAL OF...			PANYNJ				Closed
13MNT2911	PLACEMENT & REMOVAL OF...			MTA TBTA				Closed
450006JFK	JFK AIRPORT- REMOVAL OF...			PANYNJ				Closed

b. ever been defaulted on a contract? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

NO TEXT ON THIS PAGE

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

NO TEXT ON THIS PAGE

10. In what other lines of business are you financially interested?

NONE. SAFETY MARKING LLC HAS AN AFFILIATE, SAFETY MARKING OF NY LLC WHOSE SOLE PURPOSE IS TO EXCLUSIVELY SUPPLY UNION LABOR TO SAFETY MARKING LLC.

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
MARK KELLY	CEO	51	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES
BRONSON KELLY	LONG ISLAND/NY OPERATIONS MGR	4	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES
RAY RYAN	LONG ISLAND DEPARTMENT HEAD	24	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
PLEASE SEE ATTACHED EQUIPMENT LIST			EQUIPMENT IS LOCATED IN SAFETY MARKING LLC SHOPS LOCATED IN: · BRIDGEPORT, CT · WESTBURY, NY · RICHMOND, RI

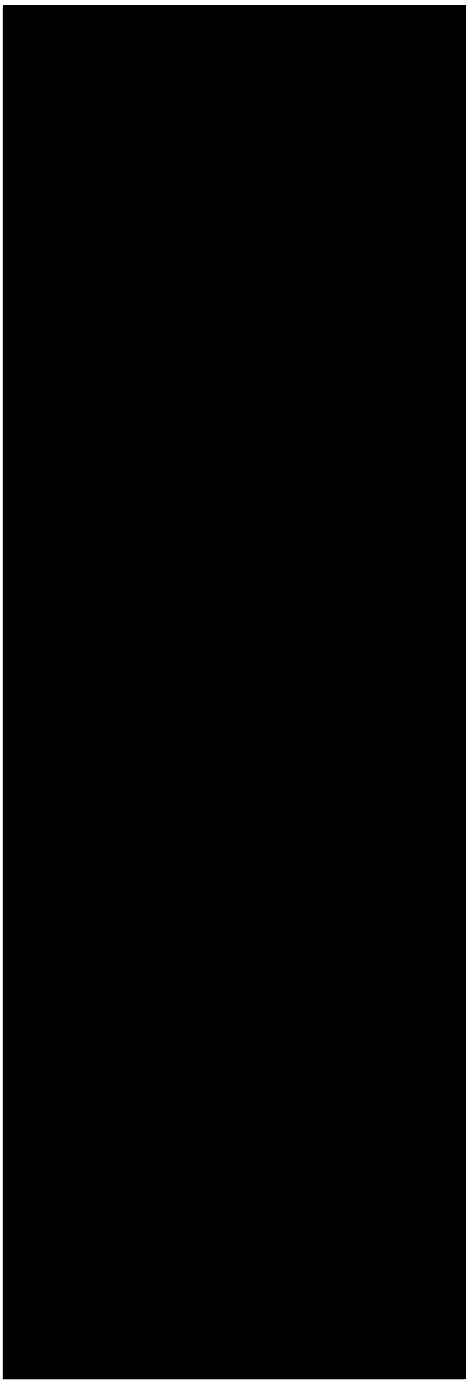
(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found. AGREE

NO TEXT ON THIS PAGE

Equipment		Description	Year	Make	Model	Vin #	Marker#
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	[redacted]	
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR		
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR		
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70		
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750		
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR		
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750		
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4		
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750		
BOX TRUCK							
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR	[redacted]	
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR		
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR		
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR		
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750		
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750		
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR		
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR		
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR		
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR		
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042		
BX-0024	V-24	BOX VAN	2013	ISUZU	NRR		
BX-0025	V-25	BOX VAN	2014	ISUZU	NRR		
BX-0026	AV-26	BOX TRUCK	2019	ISUZU	NRR		
BX-0027	V-27	BOX VAN	1999	ISUZU	NQR		
BX-0028	V-28	BOX VAN	1999	ISUZU	NQR		
BX-0029	V-29	BOX VAN	2002	ISUZU	NQR		
BX-0030	V-30	BOX VAN	2015	ISUZU	NRR		
BX-0031	V-31	BOX VAN	2023	ISUZU	NRR		
BX-0032	AV-32	AIRPORT BOX VAN	2024	FORD	F750		
BROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550		
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70		
SW-0003	S-3	CONVEYOR SWEEPER	2020	AUTOCAR	ACMD42		
SW-0004	S-4	ODRA SWEEPER	2023	CHEVROLET	5500HD		
CAR							
[redacted]							
DUMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA		
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2		
DT-0006	D-6	DUMP TRUCK		PETERBILT	340		

Equipment		Description	Year	Make	Model	Vin #	Marker#
EPOXY							
EP-0013	ED-13	EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR		
EP-0015	EB-15	EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR		
EP-0016	E-16	EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320		
EP-0017	E-17	EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320		
EP-0018	E-18	EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320		
EP-0019	E-19	EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320		
EP-0020	ED-20	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0021	ED-21	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0022	ED-22	EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR		
EP-0023	E-23	EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520		
EP-0024	E-24	EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520		
EP-0025	ED-25	EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR		
EP-0026	E-26	EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520		
EP-0027	E-27	EPOXY PAINT TRUCK 600 GAL	2020	PETERBILT	520		
EP-0028	ED-28	EPOXY DETAIL W/Y SPRAY TR	2020	ISUZU	FTR		
EP-0029	E-29	EPOXY PAINT TRUCK 600 GAL	2021	PETERBILT	520		
FLATBED							
FL-0063	CT-63	CONE TRUCK	2005	FORD	F-450		
FL-0064	CT-64	CONE TRUCK	2015	ISUZU	NRR		
FL-0065	CT-65	CONE TRUCK	2015	ISUZU	NRR		
FL-0066	CT-66	CONE TRUCK	2001	ISUZU	FRR		
FL-0067	CT-67	CONE TRUCK	2000	ISUZU	FRR		
FL-0069	CT-69	CONE TRUCK	2003	ISUZU	FRR		
FL-0070	CT-70	CONE TRUCK	2020	ISUZU	NRR		
FL-0071	CT-71	CONE TRUCK	2020	ISUZU	NRR		
FL-0072	CT-72	CONE TRUCK	2020	ISUZU	NRR		
FL-0073	CT-73	CONE TRUCK	2020	ISUZU	NRR		
FL-0074	CT-74	CONE TRUCK	2023	ISUZU	NRR		
DETAIL GLUE							
GL-0004	D-4	DETAIL GLUE TRUCK	2004	INTERNATIO	4000		
GRINDING							
GR-0008	G-8	GRINDING TRUCK	2006	ISUZU	FXR		
GR-0009	SAW-9	GROOVING TRUCK	2006	ISUZU	FXR		
GR-0010	G-10	GRINDING TRUCK	2009	ISUZU	FVR		
GR-0011	G-11	GRINDING TRUCK	2008	ISUZU	FTR		
GR-0012	G-12	GRINDING TRUCK	2009	ISUZU	T7F042		
GR-0014	G-14	GRINDING TRUCK	2006	CHEVY	T7F042		
GR-0015	SAW-15	GROOVING TRUCK	2015	PETERBILT	320		
GR-0016	G-16	GRINDING TRUCK	2017	PETERBILT	220		
GR-0017	G-17	GRINDING TRUCK	2018	PETERBILT	220		
GR-0018	G-18	GRINDING TRUCK	2020	PETERBILT	520		
GR-0019	RS-19	RUMBLE STRIP TRUCK	2019	MACK	GRANITE		
GR-0021	SAW-21	GROOVING TRUCK	2023	PETERBILT	M520		
GR-0022	SAW-22	GROOVING TRUCK	2024	PETERBILT	520		



Equipment		Description	Year	Make	Model	Vin #	Marker#
PICKUP							
PI-0005	P-5	S-10 PICKUP	2002	CHEVROLET	S-10 PICKU		
PI-0007	P-7	PICK-UP	2003	CHEV	SILVERADO		
PI-0008	P-8	F250 PICKUP	2004	FORD	F250 2WD		
PI-0009	P-9	F250 PICKUP	2005	FORD	F250		
PI-0010	P-10	PICK-UP	2000	FORD	SWR SUPE		
PI-0011	P-11	PICK-UP	2006	FORD	F-250		
PI-0012	P-12	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0013	P-13	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0014	P-14	PICKUP	2000	CHEVROLET	C2500		
PI-0015	P-15	F-350 PICKUP	2008	FORD	F-350		
PI-0016	P-16	CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO		
PI-0017	P-17	1500 SILVERADO	2017	CHEVY	1500 SILVE		
PI-0018	P-18	REFLECTOMETER TRUCK	2017	CHEVY	SILVERADO		
PI-0019	P-19	1500 SILVERADO	2014	CHEVY	1500 SILVE		
PI-0020	P-20	1500 SILVERADO	2018	CHEVY	SILVERADO		
PI-0021	GPS-1	F-250 GPS LAYOUT TRUCK	2019	FORD	F-250		
PI-0022	P-22	REFLECTOMETER TRUCK	2019	CHEVY	SILVERADO		
PI-0023	P-23	F-350 MESSAGE BOARD	2021	FORD	F-350		
PI-0024	P-24	FORD F-350	2020	FORD	F-350		
PI-0025	GPS-2	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
PI-0026	GPS-3	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
ST-0001	ST-1	2500 CHEVY SILVERADO	2016	CHEVY	2500 SILVE		
PAINT							
PT-0019	PT-19	PAINT TRUCK 120 GAL	2006	ISUZU	FXR		
PT-0020	PT-20	AIRPORT PAINT TRUCK	2007	GMC	T850		
PT-0021	PT-21	PAINT TRUCK 120 GAL.	2008	ISUZU	FVR		
PT-0022	PT-22	PAINT TRUCK 120 GAL	2009	ISUZU	FVR		
PT-0023	PT-23	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0024	PT-24	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0026	PT-26	AIRPORT PAINT TRUCK 700G	2014	PETERBILT	320		
PT-0027	PT-27	PAINT TRUCK 240 GAL	2016	PETERBILT	220		
PT-0028	PT-28	PAINT TRUCK 700 GAL	2017	PETERBILT	320		
PT-0029	PT-29	PAINT TRUCK 60 GAL	2017	ISUZU	NRR		
PT-0030	PT-30	PAINT TRUCK 120 GALLON	2018	ISUZU	FTR		
PT-0031	PT-31	PAINT TRUCK 700 GAL	2019	PETERBILT	520		
PT-0033	PT-33	AIRPORT PAINT TRUCK 700	2021	PETERBILT	520		
PT-0034	PT-34	PAINT TRUCK 240 GAL	2022	PETERBILT	220		
RACK							
RA-0040	R-40	RACK BODY	1999	ISUZU	NQR 07/		
RA-0043	R-43	RACK BODY	2001	ISUZU	NQR 01/01		
RA-0046	R-46	RACK BODY	2003	ISUZU	NQR		
RA-0047	R-47	RACK BODY	2003	ISUZU	NQR		
RA-0048	R-48	RACK BODY	2005	ISUZU	NQR		
RA-0049	R-49	RACK BODY	2006	ISUZU	NQR		
RA-0050	R-50	RACK BODY	2007	ISUZU	FVR		
RA-0051	R-51	RACK BODY	2008	ISUZU	NQR		
RA-0052	R-52	RACK BODY	2011	ISUZU	NQR		
RA-0054	R-54	RACK BODY	2023	ISUZU	NRR		
RAMP							
RT-0002	RT-2	RAMP TRUCK	1998	ISUZU	NPR		
RT-0003	RT-3	RAMP TRUCK	2004	ISUZU	FRR		
THERMO							
TH-0002	TP-2	THERMO PAINT TRUCK	2004	STERLING	ACTERRA		
TH-0004	TP-4	THERMO PAINT TRUCK	2016	INTERNATIO	4300		

Equipment		Description	Year	Make	Model	Vin #	Marker#
RACK BODY HYDRO-BLAST							
WT-0004	WB-4	HYDROBLAST TRUCK	2016	PETERBILT	320	[redacted]	
WT-0005	WB-5	HYDROBLAST TRUCK	2018	PETERBILT	M520		
WT-0006	WB-6	HYDROBLAST TRUCK	2019	PETERBILT	M520		
WT-0007	WB-7	HYDROBLAST TRUCK	2019	PETERBILT	520		
WT-0008	WB-8	HYDROBLAST TUSK TRUCK	2022	PETERBILT	520		

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

RAY RYAN, LI DEPARTMENT HEAD AND BRONSON KELLY, NY OPERATIONS MANAGER HAVE DRIVEN ALL LOCATIONS SEVERAL TIMES. OUR CREWS HAVE STRIPED AND REMOVED PAVEMENT MARKINGS SEVERAL TIMES UNDER NYSDOT AND NASSAU COUNTY DPW CONTRACTS. PLEASE REFER TO THE LIST OF CONTRACTS AND EXPERIENCE FOR SPECIFIC CONTRACT NUMBERS.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- REMOVE EXISTING PAVEMENT MARKINGS -- EACH INTERSECTION
- LAYOUT EACH INTERSECTION FOR NEW EPOXY PAVEMENT MARKINGS
- INSTALL EPOXY PAVEMENT MARKINGS

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

- BRONSON KELLY, NEW YORK OPERATIONS MANAGER
- RAY RYAN, LONG ISLAND DEPARTMENT HEAD

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

PLEASE SEE ATTACHED

NO TEXT ON THIS PAGE

SMC

Ray Ryan

Contact Information	**Safety Marking LLC** 255 Hancock Avenue Bridgeport, CT 06605 Office: (203) 333-6870 Cell: (203)895-1777 Email: rryan@safetymarking.net
Position	**Long Island Department Head**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects in CT, NY, and RI ranging in value from $10,000 to $8,000,000 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC • Working knowledge of all MUTCD, DOT, & FAA specs and regulations
Additional Training	• First Aid & CPR certified • 30 Hour OSHA Certified

SMC

Bronson Kelly

Contact Information

Safety Marking LLC
255 Hancock Avenue
Bridgeport, CT 06605
Office: (203) 333-6870
Cell: (203) 520-7158
Email: bkelly@safetymarking.net

Position **New York Operations Manager**

Experience

- MBA Sacred Heart University
- B.A Johns Hopkins University
- Managed various construction and maintenance projects ranging in value from $10,000 to $8 million
- Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations
- Experienced in layout of new and phase construction

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Amanda Harding	
RSC Insurance Brokerage, Inc. Risk Strategies - TriPoint 21c Arts Center Ct Avon, CT 06001	PHONE (A/C, No, Ext):	959-230-1007 x4676	FAX (A/C, No):
	E-MAIL ADDRESS:	aharding@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : Markel American Insurance Company	28932
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking, LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 80611858 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT ✓ LOC OTHER:	✓		[redacted]	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓		[redacted]	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED RETENTION $	✓		[redacted]	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	7/1/2023	7/1/2024	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2023	7/1/2024	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2023	7/1/2024	$5,000,000 occ/$5,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER

NY - H62153-13GR – For Bidding Purposes Only

County of Nassau
1194 Prospect Ave
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda Harding

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AGENCY CUSTOMER ID: 6053

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking, LLC 255 Hancock Avenue Bridgeport CT 06605
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Nassau

ADDRESS: 1194 Prospect Ave Westbury NY 11590

NY - H62153-13GR - For Bidding Purposes Only

County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance.

Owner's and Contractor's Protective Liability at $3,000,000 each occurrence / $3,000,000 aggregate will be bound at start of project.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking, LLC 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2023 to 07/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robert G. Phelan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 6/24/2024
(Signature) (Date)

Title: President & CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-482-6566

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
1194 Prospect Ave
Westbury NY 11590

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

07-01-2023 to 06-30-2024

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 6/24/2024 **By** *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** ELIZABETH TELLO -- ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

   (2) "Your work", with respect to Paragraph **1.b.** above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

   Include, as soon as practicable:

   (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

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COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V.** Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
   a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
   b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. **Appeals**

   In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

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2. Maintenance Of Underlying Insurance

a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.

c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or

b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.

b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Paragraph **3.** Other Insurance in Section **IV.** Conditions is replaced by the following:

3. Other Insurance

a. Excess

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except if the other insurance is written specifically to be excess over this insurance or if the Primary And Noncontributory Excess Insurance provision below applies.

b. Primary And Noncontributory Excess Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis; however, this insurance will not seek contribution from any other liability insurance available to an additional insured that has been granted primary and non-contributory status under any "underlying insurance" shown in the Schedule Of Underlying Insurance. This provision applies only if:

(1) All limits provided by "underlying insurance" have been exhausted by payment of judgments against the additional insured or payment of settlements that the "underlying insurance" has agreed to in writing;

(2) The additional insured is a Named Insured under such other liability insurance available to the additional insured; and

(3) You have specifically agreed in writing in a contract or agreement executed prior to the claim that this excess liability insurance would be primary and would not seek contribution from any other liability insurance available to the additional insured.

The insurance provided by this endorsement does not drop down to provide coverage if the "underlying Insurance" does not pay for the claim for any reason whatsoever.

All other terms and conditions remain unchanged.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

MARK KELLY, CEO

JUNE 21, 2024
Date

NO TEXT ON THIS PAGE

Cc: Carly Thomas; dot.sm.mo.vendor.responsibility
Subject: RE: CCA-2 Safety Marking

Good Afternoon,

Your CCA-2 was reviewed and approved with a 9/25/23 effective date, good for 1 year. Please use this email as proof of approval of your CCA-2.

Thank You,

Vendor Responsibility Unit
New York State Department of Transportation
Office of Contract Management
50 Wolf Road 1st Floor, Suite 1CM
Albany, NY 12232
VendorResponsibility@dot.ny.gov
NEW YORK | Department of Transportation



NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF ~~NEW YORK~~ CONNECTICUT)
)ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the CEO of SAFETY MARKING LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 21st day of JUNE , 2024.

Elena Vilarinho
Notary

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62153-13GR

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
SAFETY MARKING LLC 255 HANCOCK AVENUE BRIDGEPORT, CT 06605 Federal ID No.: [redacted]	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13 - VARIOUS LOCATIONS IN NASSAU COUNTY	6/25/24	$1,474,795.00

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [✓] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: CEO Date: JUNE 21, 2024

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MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

SAFETY MARKING LLC
(Name of Business)

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APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

6/21/24 MARK KELLY, CEO

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potiential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract.or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MARK KELLY, CEO — 6/21/24
Name and Title of Authorized Representative — m/d/yy

Signature — 6/21/24 Date

SAFETY MARKING LLC
Name of Organization

255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NO TEXT ON THIS PAGE

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: SAFETY MARKING LLC

TELEPHONE NUMBER: (203) 333 - 6870

WORK SITE OR FACILITY NAME: VARIOUS LOCATIONS IN NASSAU COUNTY

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: NASSAU COUNTY

Signature 6/21/2024 Date

MARK KELLY, CEO
Print Name and Title of Signer

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
685072001 10	WHITE EPOXY STRIPES	EPOPLEX & POTTERS
685072002 10	WHITE EPOXY LETTERS	EPOPLEX & POTTERS
685072008 10	WHITE EPOXY SYMBOLS	EPOPLEX & POTTERS
685072004 10	WHITE EPOXY CROSSHATCH	EPOPLEX & POTTERS
685072005 10	WHITE EPOXY SPECIAL MARKINGS	EPOPLEX & POTTERS
685072006 10	YELLOW EPOXY STRIPES	EPOPLEX & POTTERS
685072007 10	YELLOW EPOXY CROSSHATCH	EPOPLEX & POTTERS
685072008 10	WHITE EPOXY YIELD LINE - SMALL	EPOPLEX & POTTERS
685072009 10	WHITE EPOXY YIELD LINE - LARGE	EPOPLEX & POTTERS

· EPOPLEX
ONE PARK AVENUE
MAPLE SHADE, NJ 08052

· POTTERS INDUSTRIES
PO BOX 840
VALLEY FORGE, PA 19482

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: N/A

Municipal Licensing Agency: N/A

By: _____ Date: JUNE 21, 2024

(Print): MARK KELLY Title: CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

STEVEN TREGLIA, CFO

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF ~~NEW YORK~~ CONNECTICUT)
) ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted], that he is the CEO of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 21st day of JUNE 20 24.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

NO TEXT ON THIS PAGE

APPENDIX V

BRUCE A. BLAKEMAN
NASSAU COUNTY
EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: SAFETY MARKING LLC

Contract Title: NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13

Contract Number: H62153 - 13GR

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

JUNE 21, 2024
Date

MARK KELLY, CEO
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

N/A

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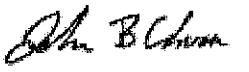
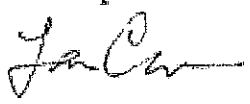
APPENDIX X

BRUCE BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

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Vendor Code of Ethics

Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or

(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H62153-13GR

Project Description: Nassau County Pavement Marking Improvements - Phase 13

The prospective lower tier participant Apex Striping, Inc. (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Safety Marking LLC [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 21st day of June, 2024.

By Laura A Hulsizer Signature of Authorized Official

Laura Hulsizer, President Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: SAFETY MARKING LLC

Bid/Proposal No.: H62153 - 13GR

I, MARK KELLY, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on JUNE 21, 2024 and that I understand it and will comply with this Code in my participation in procurements between SAFETY MARKING LLC (Vendor name) and Nassau County.

Executed this 21st day of JUNE, 2024.

By _____ Signature of Employee

MARK KELLY, CEO Name and Title of Employee

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Notice of Award

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

May 7, 2025

Mark Kelly, President
Safety Marking LLC.
255 Hancock Ave
Bridgeport, CT 06605

Dear Mr. Kelly:

As a result of bids received on June 25, 2024, for work to be done under:

CONTRACT NO: H62153-13GR
TITLED: Pavement Marking Improvements-Phase 13-PIN 0761.23

You are hereby notified that you are awarded the contract by the County of Nassau, for $ 1,474,795.00, as per Nassau County Resolution Number **6-2025**, and the County Executive's subsequent approval of the contract. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds**: You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, **and two (2) original copies** of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2. **Signing and Execution of the Contract**: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Wednesday, May 21, 2025**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Re: **NOTICE OF AWARD**
CONTRACT NO: H62153-13GR
TITLED: Pavement Marking Improvements-Phase 13-PIN 0761.23

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to the Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Elizabeth Kobel, Administrative Officer II

AGREEMENT

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

NASSAU COUNTY PAVEMENT MARKINGS PHASE 13
PIN 0761.23
VARIOUS ROADWAYS
NASSAU COUNTY, NEW YORK

Contract No. H62153-13GR

THIS AGREEMENT,

made and executed this _____ day of _____, 20 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

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ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean: the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and as contained in the books prepared by the Department of Public Works of Nassau County entitled "Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction, 2009" & "Traffic Signal Specifications & Standard Drawings"; as well as the latest NY State Standard Specifications, as per the most recent Letting Date, listed on the NYSDOT website.

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the 2008 NY State Standard Specifications, therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made a part of this Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or

deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive. Notification will be made to NYSDOT Construction prior to the start of any added or extra work. Work shall conform to the latest NYS Standard Specifications (2008) Sec 109-05. Refer to section 104 - Scope of Work for any changes, contingencies, extra work or deductions on the project - in the latest NY State Standard Specifications.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

Article VI. COUNTY'S RIGHT AND NOTICES

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract in good faith or,
10. that the Contractor is violating any of the provisions of this Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting

forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article VII. Contractor's Duty

Upon receipt of the notice provided in Article VI, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article VIII. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article VI above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

   Once the contract award package is found to be in order by NYSDOT Construction, then the Sponsor will receive from NYSDOT Construction a 'Notice to Proceed' Letter, in the form of an email and the project is officially awarded. Once the Sponsor sets up the Pre-construction meeting, the Construction Management Plan(CMP) includes the actual completion date, since the Pre-construction Meeting date is now known.

ARTICLE IX. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County, it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE X. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work. The NYSDOT Materials Inspection Manual (MURK Part 2-A), as well as the 'Materials Approved List' are two important references to utilize in order to determine if materials are acceptable on the contract. Also make sure the contractor submits applicable Materials Certifications, including 'Buy America' certifications for all steel items, if any, on the project.

ARTICLE XI. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.

C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of

whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.

D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVIII for schedule.

ARTICLE XII. TIME OF START AND COMPLETION

A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. However, before starting work, the Sponsor is required to set up a Pre-construction meeting, and the following should attend: Sponsor's representatives, the *Lowest* bid contractor, the NYSDOT Construction monitors for Local Projects, as well as utility representatives (if applicable). There are two submittals that are required at the meeting:
   - The prime Contractor's Health & Safety Plan - to be reviewed and approved by the Sponsor before any contract work begins, and a copy to be filed with NYSDOT Construction indicating approval by the Sponsor of the Plan (utilizing Section 107-05 of the NY State Standard Specifications);
   - A copy of the Construction Management Plan should be provided to NYSDOT and one copy should be available for all three (3) signatures required, and then kept as part of the project

records.

Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XIII. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works, approved or denied, and submitted to NYSDOT Construction for their concurrence at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement. Nassau County shall submit to NYSDOT Construction a copy of both letters, including the initial letter from the Contractor requesting an extension of time with specific reasons (such as weather, etc), as well as the letter from Nassau County acknowledging and approving the time request. The contractor's request for a time extension must be submitted to the County for a considerable period prior to the actual completion date - preferably at least one month.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any

such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence in this Contract, and that there will be on the part of the County considerable monetary damage in the event of any delay in the completion of the same. The sum of $ * per day is hereby agreed upon as the liquidated damages for each and every day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay. The party of the second part hereby agrees that the sum of $ * for each such day shall be deducted and retained out of monies which may become due hereunder. The County agrees that the date when such liquidated damages shall cease to accrue shall be the date of advise of completion as given by the Commissioner of Public Works, and waives the right of such liquidated damages as to the period covered by the final inspection and by notice to any parties interested. When work is stopped by order of the Commissioner of Public Works during the Winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

* See Article XXVIII for schedule.

ARTICLE XV. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract for all Municipalities, Municipal Sub-Divisions and FEE Owners of properties on which work is done.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public

Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract. In addition the bond forms are provided with the Contract Bid Documents and must be used, no other bond forms are acceptable. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. Attorneys in fact who sign contract bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

ARTICLE XVI. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XVII. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVIII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates and an updated Federal Davis Bacon Wage Rates for this Contract have been applied for and should be attached. The

Contractor shall pay the higher of the New York State Schedule of Prevailing Hourly Wage Rates or the Federal Davis Bacon Wage Rates. If the updated rates have not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the higher of the New York State Schedule of Prevailing Wage Rates or the Federal Davis Bacon Wage Rates shall apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

   c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records

and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application

for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to Nassau County, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP 21LL, Contractor Report of Contract Payments. These two forms must be printed from the EBO system and

included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor/s representative, payment procedures may begin.

f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.

h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin,age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

NO TEXT ON THIS PAGE

NEW YORK STATE
SCHEDULE OF PREVAILING HOURLY WAGE RATES

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 03/14/2024
PRC# 2024003183

Location Various
Project ID# H62153-13G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 03/14/2024
PRC# 2024003183

Location Various
Project ID# H62153-13G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name: Nassau County DPW
IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker — 03/01/2024

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Asbestos Worker Removal & Abatement Only*	$ 46.75

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:	
Asbestos Worker Removal & Abatement Only	$ 12.65

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:	
Apprentice Removal & Abatement	$ 12.65

4-12a - Removal Only

Boilermaker — 03/01/2024

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2023	01/01/2024
Boilermaker	$ 65.88	$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:		
Boilermaker Repair $ Renovations	33.5% of hourly Wage Paid + $ 26.49	33.5% of Hourly Wage Paid + $26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	$ 20.12	$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 03/01/2024

JOB DESCRIPTION Broadband **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	06/30/2024 Additional
Field Tech Install/Repair	$ 50.87	3% *

(*)To be allocated at a later date.

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023
Piledriver	$ 59.16 + 9.79*

Dockbuilder $ 59.16
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 45.34

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$25.60 + 5.30*	$31.20 + 5.30*	$39.58 + 5.30*	$47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: $ 31.83

8-1556 Db

Carpenter **03/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Carpet/Resilient
Floor Coverer $ 55.05
+ 8.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 39.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$ 25.20 + 1.85*	$ 28.20 + 2.35*	$ 32.45 + 2.85*	$ 40.33 + 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.22	$ 16.22	$ 19.32	$ 20.32

8-2287

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2023

Marine Construction:

Marine Diver	$ 74.03
	+ 9.79*
Marine Tender	$ 53.57
	+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 45.34

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year	$ 25.60
	+ 5.30*
2nd year	31.20
	+ 5.30*
3rd year	39.58
	+ 5.30*
4th year	47.97
	+ 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:

All terms	$ 31.83

8-1456MC

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Building	
Millwright	$ 58.70
	+ 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Millwright $ 44.31

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$31.74 + 6.75*	$37.19 + 7.92*	$42.64 + 9.09*	$53.54 + 11.43*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$29.81	$32.34	$35.52	$39.94

8-740.1

Carpenter 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Timberman	$ 54.05 + 10.26*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2023
	$ 44.55

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$23.42 + 5.55*	$28.53 + 5.55*	$36.18 + 5.55*	$43.84 + 5.55*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 31.54

8-1556 Tm

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES
Per hour: 07/01/2023

Core Drilling:
Driller $ 43.88 + 2.50*

Driller Helper $ 34.47 + 2.50*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional $ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Driller and Helper $ 28.85

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES
Per hour: 07/01/2023

Show Exhibit $ 55.75 + 9.50**

Bldg. Carpenter* $55.05 + 8.25**

* Not applicable in Putnam County
**This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Show Exhibit $ 44.50
Bldg. Carpenter 39.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
$22.30 + 4.75*	$27.88 + 4.75*	$36.24 + 4.75*	$44.60 + 4.75*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 30.25

Wages per hour: Bldg. Carpenter
(1) year terms:

1st	2nd	3rd	4th
$20.20 + 1.85*	$23.20 + 2.30*	$27.45 + 2.80*	$35.33 + 3.80*

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$15.22	$16.27	$19.37	$20.37

8-EXHIB

Carpenter - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	05/01/2024
Carpenter (Building)	$ 51.13	Additional $0.75/hr*
Carpenter (Heavy Highway)	51.13	

(*)To be allocated at a later date.

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:
Both Carpenter Categories $ 34.11

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following :
Per Hour:

1st	2nd	3rd	4th	5th
07/01/2023				
$ 25.16	$ 29.58	$ 31.78	$ 33.98	$ 38.41
05/01/2024				
$ TBD	$ TBD	$ TBD	$ TBD	$ TBD

Supplemental Benefits
Per Hour:

All Terms: $ 21.02

4-Reg.Council Nass/Suff

Carpenter - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES
Per hour:

	07/01/2023
Heavy & Highway Carpenter	$ 59.16 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway Carpenter	$ 45.34

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid : for 1st & 2nd yr Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$ 25.60 + 5.30*	$ 31.20 + 5.30*	$ 39.58 + 5.30*	$ 47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental Benefits:
Per Hour:

All terms
$ 31.83

8-NYC H/H

Electrician — 03/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Electrician	
Electrical Maintenance	$ 46.79
Traffic Signal	47.75

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	14% of Hourly Wage Paid + $22.73

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Term(s) at the following Percentage of Journeyman(s) Wage:

	07/01/2023
1st 6mns	40%
2nd 6mns	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:

1st 6mnns	5% + $4.83
2nd 6mns	10% + $5.64
2nd year	11% + $6.99
3rd year	12% + $9.21
4th year	13% + $13.02
5th year	14% + $16.56

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician **03/01/2024**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Tree Trimmer/Remover	
Line Clearance Specialist	$ 40.38

Groundman* $24.22

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Tree Trimmer Line Clearance Specialist and Groundman	5% of Hourly Wage Paid + $19.29

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician — 03/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	04/27/2024
Electrician/Wireman Inside/Outside	$ 59.50	$ 61.75

SUPPLEMENTAL BENEFITS

Per Hour		
Electrician/Wireman (all categories)	17% of Hourly Wage Paid + $ 33.23	18% of Hourly Wage Paid + $ 34.36

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Terms at the following Percentage of Journeyman(s) Wage:

Indentured Before 4/25/2020:	
1st 6mnth	35%
2nd 6mnth	35%
2nd year	40%
3rd year	45%
4th year	60%
5th year	75%

Indentured After 4/25/2020 (6 month terms):

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	35%	37.5%	40%	42.5%	45%	50%	55%	65%	75%

Supplemental Benefits Per Hour:

	07/01/2023	04/27/2024
Indentured Before 04/25/2020:		
1st 6 Months	4% + $ 5.44	5% + $5.57
2nd 6 Months	9% + $ 6.90	10% + $6.90

3nd Year	10% + $7.94	11% + $8.14
4rd Year	11% + $ 9.31	12% + $9.57
5th Year	14% + $ 11.70	15% + $12.02
6th Year	15% + $ 18.46	16% + $19.04

Indentured After 04/25/2020 (6 month terms):

1st	4% + $ 5.44	5% + $ 5.57
2nd	9% + $ 6.70	10% + $ 6.90
3rd	10% + $7.95	11% + $ 8.17
4th	11% + $9.31	12% + $ 9.57
5th	11% + $9.33	12% + $ 9.60
6th	11% + $ 9.34	12% + $ 9.61
7th	14% + $ 11.72	15% + $ 12.06
8th	14% + $ 11.75	15% + $ 12.08
9th	15% + $ 18.46	16% + $ 19.04
10th	16% + $ 19.10	16% + $ 19.10

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician — 03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Electrician	
Pump & Tank	$ 45.65

SUPPLEMENTAL BENEFITS

Per Hour:	
Electrician	
Pump & Tank	18% of *Wage paid + $24.85

*Wage Paid includes any and all Premiums

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 Year Terms at the Following:
Per Hour:

1st	2nd	3rd	4th
$17.85	$18.85	$19.85	$20.85

SUPPLEMENTAL BENEFITS
Per Hour:

1st	5% of *Wage paid + $6.71
2nd	8% of *Wage paid + $7.21
3rd	8% of *Wage paid + $7.81
4th	8% 0f *Wage paid + $7.81

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician — 03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Telephone and Integrated Tele-Data System Electrician	$ 40.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	18% of Hourly Wage Paid + $ 22.36

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

Electrician Lineman — 03/01/2024

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2023
Lineman/Splicer	$65.25
Material Man	56.77
Heavy Equip. Operator	52.20
Groundman	39.15
Flagman	29.36

For Natural Gasline Construction		06/04/2024
Per Hour:		
Journeyman U.G.Mech	55.68	$ 57.63

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:
Utility Distribution & Transmission Line Construction:

All Classifications	07/01/2023
	32.75% of Hourly Wage Paid + $15.04

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction	07/01/2023	06/04/2024
Per Hour:		

Journeyman U.G.Mech.	32.08	33.12

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:

	07/01/2023
All Terms	31.75% of Hourly Wage Paid + $ 15.04

4-1049 Line/Gas

Elevator Constructor — 03/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2023
Elevator Constructor	$ 77.49
Modernization & Service/Repair	$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 45.574
Modernization & Service/Repairs	44.412

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor	
1st Term	$ 0.00
2nd & 3rd Term	36.024
4th & 5th Term	36.943
6th & 7th Term	38.448
8th & 9th Term	39.953

Modernization & Service/Repair	
1st Term	$ 0.00
2nd & 3rd Term	35.694
4th & 5th Term	36.525
6th & 7th Term	37.948
8th & 9th Term	39.38

Glazier — 03/01/2024

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2023
Glazier & Glass Tinting	$ 61.64
*Scaffolding	65.64
Window Film	
**Repair & Maintenance	30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $184,000.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2023
Glazier & Glass Tinting	$ 40.20
Window Film Repair & Maintenance	23.19

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	7/01/2023
1st term	$ 21.93
2nd term	30.05

3rd term	39.95
4th term	48.97

Supplemental Benefits:
(Per hour)

1st term	$ 18.25
2nd term	25.97
3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 03/01/2024

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Insulators Heat & Frost	$ 70.51

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 35.76

OVERTIME PAY
See (B, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
1 year terms.
Wages Per Hour:

1st	2nd	3rd	4th
$ 28.20	$ 35.26	$ 42.31	$ 49.36

Supplemental Benefits:

$ 14.30	$ 17.88	$ 21.46	$ 25.03

4-12

Ironworker — 03/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2023	01/01/2024 Additional
Stone Derrickmen Rigger	$ 72.90	+ $ 1.64
Stone Handset Derrickman	70.47	+ $ 1.11

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger	$ 43.10
Stone Handset Derrickman	42.84

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2023	$ 35.90	$ 51.53	$ 57.32	$ 63.11

Supplemental Benefits:
Per hour:

07/01/2023	22.11	32.58	32.58	32.58

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2023	34.56	49.75	55.33	60.90

Supplemental Benefits:
Per hour:

07/01/2023	22.10	32.46	32.46	32.46

9-197D/R

Ironworker — 03/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Ornamental	$ 46.90
Chain Link Fence	46.90
Guide Rail	46.90

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 63.04

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices Hired after 9/1/18:
1 year terms

	07/01/2023
1st Term	$ 21.13
2nd Term	24.77
3rd Term	28.40
4th Term	32.06

Supplemental Benefits per hour:

1st Term	$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

Ironworker **03/01/2024**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

Ironworker:	07/01/2023	01/01/2024	07/01/2024 Additional
Structural Bridges Machinery	$ 57.20	$ 57.70	$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
PER HOUR PAID:

Journeyman	$ 87.35	$ 88.60

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 29.73	$ 29.98
2nd	30.33	30.58
3rd - 6th	30.94	31.19

Supplemental Benefits
PER HOUR PAID:

All Terms	$ 60.69	$ 61.59

4-40/361-Str

Ironworker **03/01/2024**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2023
Reinforcing & Metal Lathing	$ 56.95
"Base" Wage	$ 55.20 plus $ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:	
Reinforcing & Metal Lathing	$ 42.72

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	$ 49.47
Double Time	$ 56.22

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE
*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
$ 22.55	$ 28.38	$ 34.68	$ 37.18
"Base" Wage			
$ 21.00	$ 26.80	$ 33.10	$ 35.60
plus $1.55	plus $1.58	plus $1.58	plus $1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 18.17	$ 21.34	$ 22.00	$ 22.50

4-46Reinf

Laborer - Building — 03/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	07/01/2024 Additional
Building Laborer	$ 43.30	$ 1.35/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 31.71

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	1 hr to 1000hrs
Term #2	1001hrs to 2000hrs
Term #3	2001hrs to 3000hrs
Term #4	3001hrs to 4000hrs

Wages per hour:	
1st Term	$ 18.15
2nd Term	23.06
3rd Term	28.48
4th Term	33.36

Benefits per hour

1st Term	$ 22.19
2nd Term	23.75
3rd Term	23.75
4th Term	23.75

4-66

Laborer - Building — 03/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	01/02/2024
		Additional
Asbestos, Lead and Hazardous	$ 39.50*	$ 1.50/Hr. to be allocated

Material Abatement
Laborer
(Re-Roofing Removal See Roofer)
NOTE: Asbestos removed from Mechanical Systems not to be scrapped
See Asbestos Worker

SUPPLEMENTAL BENEFITS
Per Hour:

Laborer	$ 19.65

OVERTIME PAY
See (B, B2, I) on OVERTIME PAGE
*Calculate at $39.50 per hour then add $0.95

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following;
Per Hour:

1st term	$ 20.50*
2nd Term	21.50**
3rd Term	24.50***
4th Term	26.50****

SUPPLEMENTAL BENEFIT
Per Hour:

All Terms	$ 14.25

OVERTIME PAY:
*Calculate at $20.00 per hour then add $0.50
**Calculate at $21.00 per hour then add $0.50
***Calculate at $24.00 per hour then add $0.50
****Calculate at $26.00 per hour then add $0.50

4-NYDC(78)

Laborer - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2023	06/01/2024
GROUP # 1		
Total Wage Paid	$ 60.28	Additional
"Base Wage"	51.43	$ 2.55/Hr.*
GROUP # 2		
Total Wage Paid	58.81	
"Base Wage"	49.96	
GROUP # 3		
Total Wage Paid	54.34	
"Base Wage"	45.49	

(*)To be allocated at a later date.

NOTE: "Base Wage" for Premium/Overtime calculation Only. $8.85 is difference between "Base" and "Total".
Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS $ 35.63

After Forty (40)paid hours in a work week
OVERTIME PAY 26.78

OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
Example Group# 3: $45.49 X Time and One Half = $68.23 + $8.85 = $77.08

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Percentage of the "Base Wage" except
4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 35.63
After Forty(40) paid hours in a work Week	26.78

4-1298

Mason **03/01/2024**

JOB DESCRIPTION Mason **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Brick/Block Layer	$ 65.39
Base Wage for OT Calculation	55.24

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer $ 32.60

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE
Note: OT Calculated on Base Wage plus $ 10.15/hr.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus $ 5.40/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 23.60

4-1Brk

Mason - Building 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/05/2024 Additional
Tile Setters	$ 62.98	$ 63.50	$ 0.72

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 25.61*	$25.81*
	+ $10.04	+ $10.04

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(750 hour) term at the following wage rate:
Term:

	1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2023	$21.70	$26.66	$33.75	$38.69	$42.25	$45.70	$49.29	$54.23	$57.09	$61.25
12/04/2023	$21.96	$26.95	$34.10	$39.08	$42.68	$46.16	$49.79	$54.77	57.66	$61.90

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023	$12.55* +$.73	$12.55* +$.78	$15.36* +$.88	$15.36* +$.88	$16.36* +$1.37	$17.86* +$1.42	$18.86* +$1.83	$18.86* +$1.88	$16.86* +$6.03	$22.11* +$6.61

12/04/2023									
$12.55* +$0.73	$12.55* +$0.78	$15.63* +$0.89	$15.36* +$0.94	$16.36* +$1.38	$17.86* +$1.43	$18.86* +$1.84	$18.86* +$1.89	$16.86* +$6.04	$22.11* +$6.62

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building

	07/01/2023	01/01/2024
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 60.65	$ 60.57
Mosaic & Terrazzo Finisher	59.04	58.96

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 30.26* + $9.16	$ 31.36* + $9.17
Mosaic & Terrazzo Finisher	$ 30.26* + $9.15	$ 31.36* + $9.16

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
07/01/2023- Deduct $7.25 from hourly wages before calculating overtime.
01/01/2024- Deduct $7.00 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages Per hour:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2023	$ 25.82	$ 32.19	$ 36.39	$ 40.38	$ 48.52	$ 54.59
01/01/2024	$ 25.05	$ 32.21	$ 37.93	$ 38.99	$ 47.18	$ 55.38
Supplemental Benefits per hour:						
07/01/2023	$6.00* +$3.21	$7.72* +$4.12	$18.16* +$5.50	$23.27* +$6.41	$24.21* +$7.33	$27.24* +$8.29
01/01/2024	$7.12* +$3.21	$9.16* +$4.12	$17.22* +$5.51	$25.36* +$6.42	$26.36* +$7.34	$27.36* +$8.25

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023
Building-Marble Restoration:		
Marble, Stone &	$ 47.22	$ 47.44
Terrazzo Polisher		

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

Building-Marble Restoration:		
Marble, Stone &		
Polisher	$ 30.29	$ 30.64

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.04	$ 37.78	$ 42.49	$ 47.22

Supplemental Benefits Per Hour:

27.65	28.52	29.41	30.29

07/03/2023
900 hour term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.19	$ 37.95	$ 42.69	$ 47.44

Supplemental Benefits Per Hour:

27.99	28.86	29.76	30.64

9-7/24-MP

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2023	7/03/2023
Marble Cutters & Setters	$ 62.82	$ 63.12

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 39.03	$ 39.34

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:
07/01/2023
750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.42	$ 39.62	$ 42.91	$ 46.22	$ 49.52	$ 53.38	$ 59.67	$ 62.82

Supplemental Benefits per hour:
07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.38	$ 28.86	$ 29.74	$ 30.60	$ 31.48	$ 36.44	$ 38.17	$ 39.03

07/03/2023
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.60	$ 39.82	$ 43.13	$ 46.45	$ 49.78	$ 53.64	$ 59.95	$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.54	$ 29.09	$ 29.97	$ 30.84	$ 31.72	$ 36.73	$ 38.48	$ 39.34

9-7/4

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/03/2024
Tile Finisher	$ 48.36	$ 48.80	Additional $ 0.59

SUPPLEMENTAL BENEFITS

Per Hour:		
	$ 22.56*	$ 22.71*
	+ $9.86	+ $9.86

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023
Marble, Stone, Maintenance Finishers:	$ 27.26	$ 27.44

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone Maintenance Finishers:	$ 14.97	$ 15.20

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2023	07/03/2023
0-750	$ 21.89	$ 22.04
751-1500	22.60	$ 22.75
1501-2250	23.32	$ 23.48
2251-3000	24.04	$ 24.20
3001-3750	25.11	$ 25.27
3751-4500	26.54	$ 26.72
4501+	27.26	$ 27.44

Supplemental Benefits:
Per hour:

0-750	12.03	$ 12.24
751-1500	12.43	$ 12.64
1501-2250	12.82	$ 13.03
2251-3000	13.21	$ 13.42
3001-3750	13.80	$ 14.02
3751-4500	14.58	$ 14.80
4501+	14.97	$ 15.20

9-7/24M-MF

Mason - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023	01/01/2024
Marble-Finisher	$ 49.32	$ 49.65	$ 49.92

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher	$ 36.62	$ 36.67	$ 36.93

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Cement Mason	$ 53.77

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 34.16
1.5 X overtime rate	$ 61.70
2 X overtime rate	$ 68.32

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	$ 19.92
2nd Term	$ 24.82
3rd Term	$ 30.22

Supplement Benefits per hour paid:

		1.5X OT	2X OT
1st Term	$ 14.36	$ 21.55	$ 28.72
2nd Term	$ 14.66	$ 22.00	$ 29.32
3rd Term	$ 14.77	$ 22.16	$ 29.54

4-780

Mason - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2023	05/01/2024 Additional
Stone Setter	$ 68.45	$ 3.32*
Base Rate	52.76	
Stone Tender	51.82	
Base Rate	44.54	

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 40.78
Stone Tender	23.15

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
Base Rates are use to Calculate Overtime Premiums then adding in:
$15.69/Hr. for Stone Setter and $7.28/Hr. for Stone Tender
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work first 1/2 of day

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus $7.33:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $ 25.50

4-1Stn

Mason - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Pointer, Caulkers & Cleaners $ 62.19

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers $ 30.65

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 31.48	$ 35.54	$ 41.14	$ 49.50

Apprentices Supplemental Benefits:
(per hour paid)

$ 15.30	$ 20.00	$ 23.75	$ 24.75

4-1PCC

Operating Engineer - Building — 03/01/2024

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

		07/01/2023
Class "AA"		$ 90.26
Cranes:	Boom length over 100 feet add	$ 1.00
	Boom length over 150 feet add	$ 1.50
	Boom length over 250 feet add	$ 2.50
	Boom length over 350 feet add	$ 3.00
Class "A"		75.40
Add $3.50 for Hazardous Waste Work		
Class "B"		71.63
Add $2.50 for Hazardous Waste Work		
Class "C"		69.13
Add $1.50 for Hazardous Waste Work		
Class "D"		52.83
Add $1.00 for Hazardous Waste Work		
Class "E"		50.62

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 40.65
Overtime Rate	36.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway **03/01/2024**

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	08/01/2023
Well Driller	$ 40.63	$ 41.85
Well Driller Helper	34.17	$ 36.26

Hazardous Waste Differential Added to Hourly Wage:

Level A	$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work Add to Hourly Wage:

Level A	$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS
Per Hour:

Well Driller & Helper	10% of straight time rate plus $ 13.50

Additional $ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS
Per Hour:

All Terms	10% of Wage + $ 13.50

Additional $4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Heavy&Highway **03/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

CLASS "A":
ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":
Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

		07/01/2023
Class "AA"		$ 89.45
Cranes:	Boom Length over 100 feet add $ 1.00 per hour	
	Boom Length over 150 feet add $ 1.50 per hour	
	Boom Length over 250 feet add $ 2.00 per hour	
	Boom Length over 350 feet add $ 3.00 per hour	
Class "A"		79.43
Add $3.50 for Hazardous Waste Work.		
Class "B"		74.36
Add $2.50 for Hazardous Waste Work.		
Class "C"		71.78
Add $1.50 for Hazardous Waste Work		
Class "D"		55.08
Add $1.00 for Hazardous Waste Work		
Class "E"		52.82

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 40.90
Note: OVERTIME AMOUNT	36.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after
a holiday to receive holiday pay.

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

Operating Engineer - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2023
Heavy Highway/Building

Party Chief	$ 75.03
Instrument Man	56.11
Rodman	47.45

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 41.60
Premium*:	
Heavy Highway/Building	50.68
Premium**:	
Heavy Highway/Building	60.51

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

03/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	$ 43.94	$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	$ 11.85 plus 6% of straight time wage, Overtime hours add $ 0.63	$ 12.00 plus 6% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50	$ 11.75 plus 6% of straight time wage, Overtime hours add $ 0.50

All Class D	$ 11.35 plus 6% of straight time wage, Overtime hours add $ 0.38	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 03/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2023
Survey Classifications	
Party Chief	$ 47.15
Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 23.15

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Double-time paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab — 03/01/2024

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

	07/01/2023 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter — 03/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2023
Brush	$ 51.70*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	51.70*
Spray & Scaffold	$ 54.70*
Fire Escape	54.70*
Decorator	54.70*
Paperhanger/Wall Coverer	54.48*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger	$ 34.60
All others	32.73
Premium	36.70**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2023
Appr 1st term...	$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.05*
Appr 4th term...	41.62*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour:

Appr 1st term...	$ 16.06
Appr 2nd term...	19.95
Appr 3rd term...	23.02
Appr 4th term...	29.16

8-NYDC9-B/S

Painter — 03/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2023
Drywall Taper	$ 51.45*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 30.88

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

*Subtract $ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

Painter — 03/01/2024

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2023
Drywall Taper	$ 55.10

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	$ 23.88

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1st term	$ 21.29
2nd term	27.84
3rd term	33.29
4th term	44.20

Supplemental Benefits per hour:

1st term	$ 14.43
2nd term	18.16
3rd term	19.30
4th term	21.59

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel — 03/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	$ 54.50	$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL $6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

	$ 11.78	$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

1st year	$ 21.80	$ 22.40
	+ 4.04	+ 4.14

2nd year	$ 32.70 + 6.06	$ 33.60 + 6.21
3rd year	$ 43.60 + 8.08	$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	$ .90 + 12.34	$ 1.16 + 12.62
2nd year	$ 7.07 + 18.51	$ 7.46 + 18.93
3rd year	$ 9.42 + 24.68	$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 03/01/2024

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	$ 31.53	$ 31.53	$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 10.03	$ 22.24	$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 15.00	$ 15.00	$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	$ 9.16	$ 22.24	$ 23.65

2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher — 03/01/2024

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2023
Metal Polisher	$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Journeyworker:	
All classification	$ 12.34

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2023
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer — 03/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

	07/01/2023	08/01/2023
Building:		
Plasterer/Traditional &	$ 46.00	$ 47.72
Spraying Fireproofing	+ $5.00*	+ $5.00*

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	$ 23.15	$ 25.35

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
*This portion is not subjected to OT premiums.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:	07/01/2023	08/01/2023
(per hour)		
800 hours term:		
1st term	$ 25.44 + 2.75*	$ 19.30+ 0.68*
2nd term	27.49 + 2.51*	$ 22.53+ 0.81*
3rd term	32.38 + 3.50*	$ 25.79+ 0.95*
4th term	34.68 + 3.75*	

*This portion is not subjected to OT premiums.

Supplemental Benefits:		
(per hour):		
(800) hours term:		
1st term	$ 14.70	$ 11.59
2nd term	15.60	$ 12.02
3rd term	17.43	$ 12.52
4th term	18.35	

9-262

Plumber — 03/01/2024

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2023

Plumber/	
PUMP & TANK	$ 46.99

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 35.39

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeyman's wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	$ 23.47
2nd Term	24.11
3rd Term	24.93
4th Term	25.31
5th Term	28.54

4-200 Pump & Tank

Plumber **03/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber	$ 57.23	$ 57.98	$ 58.98

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 49.65	$ 50.20	$ 50.75

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate:

1st	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2023	11/01/2023	05/01/2024
1st Term	$ 35.02	$ 35.52	$ 36.02
2nd Term	37.51	37.86	38.51
3rd Term	39.03	39.53	40.03
4th Term	40.68	41.18	41.68
5th Term	42.41	42.91	43.41

4-200

Plumber **03/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber MAINTENANCE ONLY	$ 34.55	$ 35.05	$35.05

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 20.93	$ 21.43	$ 22.43

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer — 03/01/2024

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour	07/01/2023
ROOFER/Waterproofer	
Total Wage to be Paid	$ 55.75
"Base" Wage	49.25**

SUPPLEMENTAL BENEFITS

Per Hour:	
ROOFER/Waterproofer	$ 36.36

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
** Overtime Pay to be calculated on "BASE" Wage then add $6.50.
(Example: $49.25 x time and one half = $73.88 + $6.50 = $80.38)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE
Note: Time and One Half the Hourly Base Rate + $6.50 if worked.

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

1st	2nd	3rd	4th
40%	50%	70%	80% + $ 5.20/Hr.

Supplemental Benefits per hour:

1st Term	$ 10.34
2nd Term	12.77
3rd Term	25.99
4th Term	29.22

4-154

Sheetmetal Worker — 03/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2023
Sign Erector	$ 56.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Sign Erector	$ 55.66

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 14.95	$ 16.95	$ 18.93	$ 20.93	$ 28.56	$ 31.05	$ 33.57	$ 36.05	$ 38.56	$ 41.05

4-137-SE

Sheetmetal Worker — 03/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	11/01/2023
Sheetmetal Worker	$ 59.94	$ 61.09
Maintenance of Fans Temporary Operation	$ 47.95	$ 48.87

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 51.16	$ 53.25
Maintenance Worker	$ 51.16	$ 53.25

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	$ 20.85	$ 21.26
3rd & 4th Term	26.87	27.39
5th & 6th Term	32.89	33.52
7th & 8th Term	41.94	42.75
9th Term	47.53	48.55

Per Hour: Supplemental Benefits

1st & 2nd Term	$ 19.02	$ 19.66
3rd & 4th Term	25.90	26.73
5th & 6th Term	30.55	31.57
7th & 8th Term	37.49	38.78
9th Term	42.14	43.62

4-28

Steamfitter — 03/01/2024

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	01/01/2024 Additional	07/01/2024 Additional
AC Service/Heat Service & Refrigeration	$ 44.85	$1.25/Hr.*	$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS
Per Hour Worked:

AC Service/Heat Service	$ 20.71
Per Hour Paid:	17.65

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms
Wages per hour:

1st Term	$ 21.71
2nd Term	26.21
3rd Term	30.53
4th Term	36.87

Benefits per hour Worked:

Per Hour Paid:		Per Hour Paid:
1st Term	$ 14.20	$ 11.14
2nd Term	14.57	12.48
3rd Term	15.91	13.38
4th Term	17.72	15.77

4-638B-StmFtrRef

Steamfitter **03/01/2024**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Sprinkler/Steam AC/Heat Fitter	$ 69.11
Temporary Heat & AC Fitter	52.54

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 53.24
Temporary Heat & AC	43.67

Fitter

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY
Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays on Fire Protection/Sprinkler contracts under $3,000,000.00 and HVAC/Mechanical contracts under $30,000,000.00:

Sprinkler/Steam	Wages $ 138.22	Benefit $ 106.48
Temp Heat/AC	Wages $ 105.08	Benefit $ 87.34

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 27.68	$ 34.59	$ 41.49	$ 48.40	$ 55.30

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 21.80	$ 27.05	$ 32.28	$ 37.53	$ 42.76

Premium Time Amounts:

43.60	54.10	64.56	75.06	85.52

4-638A-StmSpFtr

Teamster - Asphalt Delivery — 03/01/2024

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2023
Asphalt Delivery	$ 41.255

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery	$ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 50.3125

Light Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, R, T, ***U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building — 03/01/2024

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

	07/01/2023
Trailers	$ 35.77
Straight Jobs	$ 35.47

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

$ 38.85

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete — 03/01/2024

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2023
Concrete Delivery	$ 40.005

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER
Concrete Delivery 36.815

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Concrete Delivery $ 45.475

Light Construction Work
Concrete Delivery 15.355

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2023

Site Excavating
(Chauffeurs) $ 41.255

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs) $ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Chauffeurs $ 50.3125

Light Construction Work
Chauffeurs $ 13.05

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder — 03/01/2024

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour	07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT
☐ 02 OGS
☐ 03 Dormitory Authority
☐ 04 State University Construction Fund
☐ 05 Mental Hygiene Facilities Corp.
☐ 06 OTHER N.Y. STATE UNIT
☐ 07 City
☐ 08 Local School District
☐ 09 Special Local District, i.e., Fire, Sewer, Water District
☐ 1O Village
☐ 11 Town
☐ 12 County
☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.
APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

Name and Title of Requester

Signature

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027

DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024

DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027

DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO., INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

Davis Bacon
FEDERAL WAGE RATES

NO TEXT ON THIS PAGE

"General Decision Number: NY20240012 04/05/2024

Superseded General Decision Number: NY20230012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/09/2024
3	03/08/2024
4	04/05/2024

* ASBE0012-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 70.51	35.76
HAZARDOUS MATERIAL HANDLER	$ 40.75	19.20

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* BOIL0005-001 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 67.38	49.33+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2022

	Rates	Fringes
BRICKLAYER	$ 65.53	31.60
MASON - STONE	$ 69.72	38.67

CARP0290-001 07/01/2021

	Rates	Fringes
Carpenters: Building Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway)	$ 52.50	46.28
Nassau County (Remainder of County) and Suffolk County	$ 50.16	33.48
Heavy & Highway	$ 50.16	33.48
Residential	$ 32.63	21.83

CARP0740-001 07/01/2023

	Rates	Fringes
MILLWRIGHT	$ 58.70	57.11

CARP1556-008 07/01/2023

	Rates	Fringes
Carpenters:		
DIVERS TENDERS	$ 53.57	55.31
DIVERS	$ 74.03	55.31
DOCKBUILDERS	$ 59.16	55.31
PILEDRIVERMAN	$ 59.16	55.31

CARP1556-011 07/01/2023

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 54.05	54.99

CARP2287-003 07/01/2023

	Rates	Fringes
CARPENTER		
Soft Floor Layers	$ 55.05	47.88

ELEC0025-001 04/29/2023

	Rates	Fringes
ELECTRICIAN	$ 59.50	17%+33.13

ELEC0025-002 04/29/2023

	Rates	Fringes
Electricians:		
Maintenance Unit	$ 46.79	14%+22.63
Telephone Unit	$ 40.43	18%+22.25
Wiring for single or multiple family dwellings and apartments up to and including 3 stories	$ 37.25	13%+18.92

ELEC1049-002 04/02/2023

	Rates	Fringes
Line Construction:		
Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground		

transmission/distribution
line work. Fiber optic,
telephone cable and
equipment;
Groundman.....$ 39.15 27.56
Heavy Equipment Operator...$ 52.20 31.73
Lineman & Cable Splicer....$ 65.25 35.92
Material Man.....$ 56.77 33.20

ELEV0001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....$	75.14	47.446+a+b
Modernization and Repair....$	59.09	45.564+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....$	75.40	39.15
GROUP 2.....$	71.63	39.15
GROUP 3.....$	69.13	39.15
GROUP 4.....$	52.83	39.15
GROUP 5.....$	50.62	39.15

NOTES:

Hazmat premiums:
Level A 3.50
Level B 2.50
Level C 1.50
Level D 1.00

Oiler on truck cranes with boom length of 100 ft. or more
.25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of

Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Indpendence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piller 225 and lomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket) cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), mechanic, power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Comrpessor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

ENGI0138-002 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 79.43	39.40+a
GROUP 2	$ 74.36	39.40+a
GROUP 3	$ 71.78	39.40+a
GROUP 4	$ 55.08	39.40+a
GROUP 5	$ 52.82	39.40+a
GROUP 6	$ 39.30	12.50+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lenghts (including jib) 150-249 ft	1.50
boom lenghts (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpiller 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cgherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine

drawn), Mechanic, Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

IRON0046-003 07/01/2023

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	$ 56.95	28.80

IRON0197-001 07/01/2023

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	$ 58.90	58.37

IRON0361-001 07/01/2023

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	$ 57.20	86.19

IRON0580-001 07/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 47.15	63.75

LABO0066-001 07/01/2023

BUILDING

	Rates	Fringes
Laborers:		
Laborers	$ 40.65	31.29
Plasterers Tenders	$ 40.80	30.04

LABO0078-001 07/04/2022

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc)	$ 38.55	19.35

LABO1298-001 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters	$ 51.43	35.98+a
Asphalt Shovelers, Roller Boys & Tampers	$ 49.96	35.98+a
Regular Laborers	$ 45.49	35.98+a

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall

be required to pay an additional 10% premium.

PAIN0009-002 05/01/2023

	Rates	Fringes
PAINTER		
GLAZIERS	$ 47.95	52.77
Painters, Drywall Finishers	$ 43.00	40.21
Spray, Scaffold, Sandblasting	$ 46.00	40.21

PAIN0806-010 10/01/2020

	Rates	Fringes
Painters:		
Stuctural Steel and Bridge	$ 51.50	49.63

PAIN1974-002 12/28/2023

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS	$ 48.47	32.54

PLAS0262-003 08/01/2023

	Rates	Fringes
PLASTERER	$ 47.05	30.40

PLAS0780-001 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 55.47	34.88

PLUM0200-001 11/01/2023

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:	$ 57.98	44.25
RESIDENTIAL CONSTRUCTION:	$ 29.96	13.41

PLUM0638-001 07/01/2023

	Rates	Fringes
PLUMBER		
SERVICE FITTERS	$ 41.75	14.00
SPRINKLER FITTERS, STEAMFITTERS	$ 69.11	53.24

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial

and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0154-001 05/01/2023

	Rates	Fringes
ROOFER	$ 49.25	39.61

SHEE0028-002 11/02/2023

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION	$ 53.60	60.74
RESIDENTIAL CONSTRUCTION	$ 35.79	25.37

TEAM0282-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER	$ 40.005	49.0325+a

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXECUTIVE ORDER NO. 67 - 2013

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government, and the efficient operation of county government; and

WHEREAS, Nassau County ("County") is a linguistically diverse county in which a percentage of the County's population speaks a language other than English at home, and more than 10 percent of Nassau County residents are limited-English proficient, insofar as English is not their primary language and have limited ability to read or understand English, thereby presenting potential barriers to accessing important government programs or services; and

WHEREAS, pursuant to Presidential Executive Order 13166 (August 11, 2000), federally-funded agencies must take reasonable steps to ensure that people who have limited English proficiency have access to the recipient's programs and services; and

WHEREAS, the general welfare of such County residents is furthered by increasing language access to essential County programs and services; and

WHEREAS, the County is committed to ensuring all County residents have access to essential programs and services provided by County agencies; and

WHEREAS, the County is committed to ensuring that language access services are implemented in a cost effective and efficient manner;

NOW, THEREFORE, by virtue of the authority vested in me pursuant to the Nassau County Charter and the Nassau County Administrative Code, I, Edward P. Mangano, do hereby:

ORDER, that the heads of every department under the jurisdiction of the Office of the County Executive that provides direct services to the public who are program recipients and/or participants shall make available on the County website vital documents, as determined by the respective department heads and with the approval of the Chief Deputy County Executive, containing information, instructions and notifications regarding direct programs and services in English and the six most common non-English languages spoken by individuals with limited-English proficiency in the County of Nassau, based on United States census data; and it is further

ORDERED, that said documents shall be accessible by the public on the website and shall be in printable format for the public; and it is further

ORDERED, that, upon approval of the Chief Deputy County Executive, the department heads may retain contractual services to accomplish the translation of vital documents; and it is further

ORDERED, that, where practical and effective, the translation of said documents into the six most common non-English languages may be accomplished through an online translation service, or computer software translation package approved by the department heads Chief Deputy County Executive; and it is further

ORDERED, that such translations shall be achieved on a rolling basis to be completed no later than 365 days from the signing of this Executive Order; and it is further

ORDERED, that each department shall publish a language access plan within 120 days of the signing of this Order, and updated versions as needed thereafter, that will set forth, at minimum, the following:

a. When and by what means the agency will provide, or is already providing, language assistance services;

b. The titles of all available translated documents and the languages into which they have been translated;

c. The number of public contact positions in the agency and the number of fully bilingual employees in public contact positions, including the languages they speak;

d. A training plan for agency employees on how to access the online database of translated documents; and

e. A language access coordinator at the agency, who shall be an employee of the agency and who shall be publicly identified; and it is further

ORDERED, that departments providing services to the public that are non-programmatic in nature, such as emergency services, shall implement the provisions of this Executive Order to the greatest degree practicable; and it is further

ORDERED, that the language access coordinators shall monitor compliance with this Order by annually collecting data on the provision of language assistance services and the availability of translated materials; and it is further

ORDERED, that the Deputy County Executive for Minority Affairs shall provide guidance and/or assistance to any department that so requests in implementing this Order, and ensure that the provision of services set forth herein meets acceptable standards of translation or interpretation to ensure the information is correctly communicated.

Dated: 7-30, 2013

Edward Mangano
Nassau County Executive

EXECUTIVE ORDER NO. 72 - 2013

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government, and the efficient operation of county government; and

WHEREAS, Nassau County ("County") is a linguistically diverse county and the County is committed to ensuring all County residents have access to essential government programs and services; and

WHEREAS, the general welfare of **all** Nassau County residents is furthered by increasing language access to essential County programs and services, on July 30, 2013 I issued Executive Order 67-2013 concerning the translation of vital documents into the six most common non-English languages spoken by individuals with limited English proficiency; and

WHEREAS, the County is committed to ensuring that competent interpretation services are available in departments under the jurisdiction of the Office of County Executive, as referenced in Executive Order 67-2013, in a cost effective and efficient manner;

NOW, THEREFORE, by virtue of the authority vested in me pursuant to the Nassau County Charter and the Nassau County Administrative Code, I, Edward P. Mangano, do hereby:

ORDER, that each such department operating under the Office of the County Executive ("departments") that provides direct public services shall, in all relevant programs and services, provide competent interpretation services between the department and a program or service recipient and/or participant in his/her primary language; and it is further

ORDERED, that such interpretation services may be provided through competently bilingual County employees or available interpretation services - such as telephonic - as approved by the Chief Deputy County Executive; and **it** is further

ORDERED, that every department, upon publication of a language access plan, shall submit to the Deputy County Executive for the Office of Minority Affairs a listing of all competently bi-lingual employees **in** their respective departments along with the office contact number for each such employee; and it is further

ORDERED, that the Deputy County Executive for the Office of Minority Affairs or designee shall, within 90 days of the publication of the department language access plans, compile a comprehensive listing of all said competently bi-lingual employees and disseminate said listing to all department heads; and it is further

ORDERED, that the use of language services shall not be deemed by any county employee as a basis for inquiring into confidential information relating to immigration status. No county employee shall disclose confidential information, including, but not limited to, immigration status, unless such disclosure is necessary to identify and provide appropriate services and/or referrals to an individual, or is otherwise required by law; and it is further

ORDERED, that each department's language access plan shall include, in addition to the requirements set forth in Executive Order 67-2013 for said plan:

a. That only competent translation and interpretation services shall be provided, and the manner in which competency of the translation and interpretation services shall be determined;

b. How/where department employees can access the comprehensive listing of competently bi-lingual employees;

c. Instructions for department employees on available interpretation services and how and when such services can be utilized;

d. A training plan for initial mandatory employee training on the language access plan, subsequent training for all new department employees, and periodic training as needed, particularly when new services are made available and/or revisions are made to the language access plan;

e. The manner in which the public shall be notified of language access services at the department; and it is further

ORDERED, that each department shall submit its language access plan to the Counsel to the County Executive for review and approval; and it is further

ORDERED, that in addition to the responsibilities enumerated in Executive Order 67-2013, the language access coordinator for each such department shall: monitor compliance with this Order by annually collecting data on the provision and availability of interpretation services; ensure notice of the availability of language access services is prominently displayed; and shall be responsible for responding to and/or addressing any correspondence and communications from members of the public regarding these services.

Dated: Aug. 15, 2013

Edward P. Mangano
Nassau County Executive

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13; 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff s department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more: than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four -strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to Jess than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three - strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a, Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra law sulfur diesel fuel, or diesel' fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§9. Report to county executive and legislature.

a Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding. calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , Including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph one of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered no1J;:road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard *oi* threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, hut shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act - ("SEQRA"). 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED
Thomas R. Suozzi
County Executive

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises.

In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

NO TEXT ON THIS PAGE

ARTICLE XIX. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XX. PAYMENTS

A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

B. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to the Sponsor/Sponsor's representative, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP-21LL, Contractor Report of Contract Payments. These two forms must be printed from the EBO system and included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative, payment procedures may begin.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract. The contractor shall submit at the Pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project records.

D. Fringe benefit supplements to employees paid by the contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice training program. Direct payments in cash for fringe benefit supplements will not be allowed.

ARTICLE XXI. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment. Before the Sponsor submits the Final payment for reimbursement, and the Sponsor shall contact and coordinate with the NYSDOT Local Projects Construction Monitor(s) to schedule a final inspection. (This is performed only after the first 'punch list' set up by the Sponsor has been completed by the contractor). During the final inspection, a second 'punch list' will be established. The items of incomplete work or work not meeting *Specifications* will need to be resolved by the Contractor.

- Before the final payment is made to the contractor, the Sponsor must submit the CONR 193, Materials Certifications for to the Sponsor/Sponsor's representative, along with the Final AAP-33LL Composite for, Employment Monthly Utilization form. In addition, the contractor needs to submit a Final Report AAP 21LL for the DBE firm(s), if applicable as well as all other subcontractors. These two forms (Final Report 'Composite' AAP 33LL and the Final Report(s) AAP 21LL) must be printed from the EBO system and included. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative along with concurrence from NYSDOT Planning and Construction Departments, payment procedures may begin. The Sponsor will need to follow the requirement from Chapter 17 of PLAFAP manual for Local Project Close-Outs.

ARTICLE XXII. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE XXIII. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXIV. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXV. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXVI. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau are taken from the latest 2008 New York State Standard Specifications (Us Customary Units) including Region 10 "Special" specifications. Standard "Installation Details" are included on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXVII. THIS ARTICLE IS NOT INCLUDED IN THIS CONTRACT

ARTICLE XXVIII. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **365** calendar days

2. INSURANCE:
   a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

      1) Minimum Limits of Liability, for each occurrence.
         a) Personal Injury - $ 2,500,000
         b) Property Damage - $ 500,000
         c) Or a Combined Single Limit of $ 3,000,000 or greater.

   b. Owner's Contingent public liability Insurance
      1) For named insured, see:
         Article XV. - Insurance Requirements,
         Sec. D. - Owner's Contingent Public Liability Insurance

3. LIQUIDATED DAMAGES, **$1,500.00** per day

ARTICLE XXIX. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXX. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to 60 percent (60%) of the total contract price.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the

proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement system.

C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b. above) he will notify the Contractor.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.

G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

H. Subcontractor(s) shall be approved by the Sponsor and included in a list in the Construction Management Plan (CMP), along with their respective contract item(s) of work. All Subcontractors must submit the AAP 33LL (Monthly Employment Utilization forms) to the Prime Contractor for submittal to NYSDOT when submitting payment requisition forms. These forms must be printed directly from EBO system. The contractor shall submit at pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors, indicating the particular items of work, and these sheets will be included as part of the project records.

ARTICLE XXXI. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing

this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXXII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

   a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so

as not to endanger or harm any Person or property.

b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

7. Compliance with Law.

a. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

b. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

b. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By _____
County Executive
Party of the First Part

ARTHUR T. WALSH
Chief Deputy County Executive

ATTEST: _____
Clerk, Nassau County Legislature

Approved: _____
Office of the Commissioner

_____ Contractor

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved: _____
Bureau of Real Estate & Insurance

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By_____
County Executive
Party of the First Part

ATTEST:_____
Clerk, Nassau County Legislature

Approved: Michael Kwarchyra
Office of the Commissioner

Safety Markings LLC Contractor

Corporate Seal

By_____L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved:_____
Bureau of Real Estate & Insurance

NO TEXT ON THIS PAGE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally appeared BRUCE A. BLAKEMAN, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 16th day of June , 2025, before me personally appeared Arthur T. Walsh , Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 12th day of May, 2025, before me personally came Mark Kenneth Reilly, to me known, who being by me duly sworn, did depose and say: That he/she resides at [redacted]; That he/she is the CEO of SAFETY MARKING LLC, the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation; That he/she signed his/her name thereto by like order.

CONCETTA PETRUCCI
QUALIFIED IN NASSAU COUNTY
STATE OF NEW YORK
No. 01PE6259026
COMM. EXP. 04/02/2026
NOTARY PUBLIC

Concetta Petrucci
Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 200 , before me personally came , to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public



NO TEXT ON THIS PAGE

CONTRACT ADVISEMENT FORM
NUMIS. No. 550

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW25000011

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
5	13	2025	CAP	☒	☐	☐	CHPW25000011	PW	H62153-13GR

VENDOR INFO.

ID: [redacted]

Name: (30) Safety Marking LLC

Address: (30) 255 Hancock Avenue

(30) Bridgeport, CT 06605

LINE NO	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	62153	013	PWCAPCAP	00004		1,474,795	00
2							
3							
4							

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT 1,474,795 00

COMMENTS

Nassau County Pavement Marking Improvements
Phase 13
PIN 0761.23

Various Locations,
Nassau County, New York

Contract No. H62153-13GR

DEPARTMENT - PREPARED BY:
Loretta Dionisio
NAME
5/13/2025
DATE
516.571.9634
PHONE

DEPARTMENT - APPROVED BY:
Michael Kwasnyk
NAME
Commissioner
TITLE
5/13/25
DATE

COMPTROLLER'S OFFICE CERTIFICATION:
I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
CONTRACT NUMBER
CHPW25000011
5/28/25
NAME
Deputy Comptroller
TITLE
5/28/2025
DATE

CERTIFICATE OF ACCEPTANCE INTO NUMIS
I certify that this document was accepted into NUMIS
Michele Adler
NAME
5/28/2025
DATE

CHECK IF THIS DOCUMENT IS CONTINUED: ☐
PAGE ___ OF ___

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677 10/91 rev.9/06

B05-25

RULES RESOLUTION NO. 6 -2025

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5/5/25
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-13GR, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 13, PIN 0761.23, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of SAFETY MARKING LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 1,474,795.00 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
Risk Strategies - TriPoint
21c Arts Center Ct
Avon, CT 06001

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 FAX (A/C, No):
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	☐ POLICY ✓ PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓		[redacted]	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☐ UMBRELLA LIAB ✓ OCCUR	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$2,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$2,000,000
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			[redacted]	7/1/2024	7/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2024	7/1/2025	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2024	7/1/2025	$5,000,000 occ/$5,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER
NY - H62153-13GR

County of Nassau
1194 Prospect Ave
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Harding

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AGENCY CUSTOMER ID: 6053

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: County of Nassau

ADDRESS: 1194 Prospect Ave Westbury NY 11590

NY - H62153-13GR

County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance.

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SCHEDULE OF OTHER POLICIES

DATE ISSUED
5/15/2025

NAMED INSURED:

Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

CERTIFICATE HOLDER:

County of Nassau
1194 Prospect Ave
Westbury NY 11590

INSURER NAIC #	COVERAGE	POLICY NO.	EFF-EXP DATE	LIMITS	PROJECT
Markel American Insurance Company #28932	OCP Liability	[redacted]	05/13/2025 - 05/13/2026	$3,000,000 each occurrence / $3,000,000 aggregate	County of Nassau - Phase 13GR

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2024 to 07/01/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Doran Lamond
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/15/2025
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-618-1101

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
1194 Prospect Ave
Westbury NY 11590

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

07-01-2024 to 06-30-2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/15/2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

BOND #108244772

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that SAFETY MARKING LLC (hereinafter called the "Contractor") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation created and existing under the laws of the State of CONNECTICUT, and licensed to do business in the State of New York, having its principal office in the city of HARTFORD, CONNECTICUT (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE AND 00/100 Dollars ($1,474,795.00) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 12th day of MAY, 2025

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

CONTRACT NO. H62153-13GR, PAVEMENT MARKINGS IMRPOVEMENTS - PHASE 13 - PIN 0761.23

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by

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reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done

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or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

SAFETY MARKING LLC
Contractor

by _____ (L.S.)
MARK KELLY, CEO

(Corporate seal of Contractor if a corporation)

by _____ (L.S.)

Title

by _____ (L.S.)

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
~~XXXXXX~~ _____ (L.S.)
Title of Officer

(Corporate seal of Surety)

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(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY , 20 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF MAINE)

)

ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

Emily Fitz
Notary Public

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

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POWER OF ATTORNEY

FINANCIAL STATEMENT

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,436,458	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,484,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF SOLVENCY

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STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that SAFETY MARKING LLC as Principal,
(Here insert the name and address, or legal title, of the Contractor)

255 HANCOCK AVENUE, BRIDGEPORT, CT 06605,

hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

a corporation of the State of CONNECTICUT, and licensed to do business in the State of New York, with its home office in

HARTFORD, CONNECTICUT, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, here-in-after called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE AND 00/100 Dollars ($ 1,474,795.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated MAY 12, 2025 entered into a contract with Owner for,

CONTRACT NO. H62153-13GR, PAVEMENT MARKINGS IMRPOVEMENTS - PHASE 13 - PIN 0761.23,

which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

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2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
   a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
   c. Other than in a court of competent jurisdiction in and for the County of Nassau.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 12th day of MAY 2025

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
MARK KELLY, CEO

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
Xxxxxx

_____ (L.S.) (Corporate seal of Surety)
Title of Officer

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY, 20 25, before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

Elena Vilarinho
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____Notary Public

(Acknowledgment by Surety Company)

STATE OF MAINE)
)
ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN.

HARTFORD, CONN.

CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**.

HARTFORD, CONN.

HARTFORD, CONN.

CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,438,456	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,484,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PAVEMENT MARKING IMPROVEMENTS PHASE 13
PIN 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK
CONTRACT NO. H62153-13GR

General Notes

1) Specifications and Standards

All work included in the contract shall be in accordance with the MUTCD and with the latest NYSDOT Standards Specifications (US Customary Units), except as modified on the plans and in the itemized proposal.

2) Scope of Work

a. At all times during the life of this contract, the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.

b. The work covered in this contract includes the furnishing of labor and material to:

- Remove existing pavement markings
- Cleaning and preparation of pavement surfaces *from face of curb to face of curb* for the installation of new pavement markings
- Furnish and installing epoxy markings

c. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County and approved by NYSDOT.

3) Maintenance and Protection of Traffic

This project is intended to be a Short-Term Stationary Operations. Contractor shall maintain work area in accordance with NYSDOT WORK ZONE TRAFFIC CONTROL previsions. See "Work Zone Traffic Control Plans" at end of section.

Existing pavement markings shall be removed prior to placement of new markings. No more than a two (2) weeks time period shall separate removal and replacement of new pavement markings.

The Contractor shall refer to section 619-3.19 of the NYSDOT Standard Specifications for nighttime operations.

4) Supervision

The Contractor shall have a full-time supervisor on the project at all times.

5) Surface Cleaning and Preparation of Pavement

a. The Contractor shall be responsible for cleaning the pavement surface to the satisfaction of the Engineer.

b. Surface cleaning and preparation work shall be performed only in the area of the pavement markings.

c. At the time of application, all pavement shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the various bid items(s).

6) Equipment

The Contractor shall supply two (2) new measuring wheels (Great Northern Supply Co. Model 415 or approved equal) at the start of the contract for the use of the inspection force assigned to the project. At the completion of project, the measuring wheels shall become the property of Nassau County. The cost of the measuring wheels shall be included in the cost of the various bid items.

7) Clean Up

a. In all cases the Contractor will be required to clean up all disturbed areas and restored to the condition existing prior to the commencement of the work

b. Clean-up shall be as defined herein above, but if in the opinion of the Engineer, the Contractor has exercised carelessness or disregard to private property in the conduct of his work, then restorative measures required thereto shall be included in this procedure.

c. No separate payment will be made for any of this clean up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.

8) Job Site Safety

The Contractor shall exercise precaution at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

9) Rubbish and Debris

The Contractor shall legally dispose of all unsuitable material, rubbish, and debris at some separate location, not in the vicinity of the site.

10) Protection of Facilities

The Contractor shall protect all work done under this contract from possible damage for the duration of the contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction openings up to the time of acceptance by the County.

11) Construction Site

The Contractor shall obtain permission from the owner of a property before entering that property for any reason whatsoever. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County Department of Public Works and approved by NYSDOT. Minor restoration outside the highway boundary is only permitted after a signed release from the property owner has been secured. This shall include any work in areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

12) Sales Tax Exemptions

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York, and is exempt from the payment of Nassau County Sales and Uses Taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not

to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

13) Requirements of Other Municipal Departments

The Contractor shall give all necessary notices, obtain all permits, and pay all fees in connection with the work under this contract. He shall comply with all laws, ordinances, rules, and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these specifications where and if a conflict occurs. This however, shall not be interpreted as permitting the use of materials and equipment inferior to these specified.

Any work in New York State Right-of-Way will require a permit from NYSDOT.

14) Special O.S.H.A. Notes

a. The Safety Provisions in the Specification are primarily to protect County property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act (OSHA) of 1970 requires that "Each Employer (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this act". All workers on the project site must have successfully passed OSHA 10 Hour Training Safety Class and the certificates should be part of the project records subject to review by the FHWA and NYSDOT.

b. The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

15) Contact Numbers

The Contractor shall notify the Nassau County Police Department, local fire departments, and local transportation authorities in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.

SPECIAL PROVISIONS

1) Purpose

The purpose of this specification is to set fourth the minimum requirements for this contract. The work covered by this contract involves the furnishing of labor, materials, and components as specified, for the:

- Removal of existing pavement markings.
- Cleaning and preparation of area from face of curb to face of curb for the installation of new pavement markings.
- Installation of new epoxy pavement markings

2) Location of Work

Throughout Nassau County roadways at various locations

3) Schedule

The contract shall be completed within twelve (12) months from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be the sole discretion of the County. Nassau County will not allow any pavement marking installation from December 1 through March 31 unless prior approval is granted by the engineer. The request for a time extension by the contractor shall also be submitted to NYSDOT Construction for their concurrence.

4) Contractor Experience and Requirements

a. The nature of the work involved in this contract requires the Contractor to possess prior satisfactory experience in the removal and installation of pavement markings.

b. Prospective bidders must have at least three (3) years of satisfactory experience in the actual installation and maintenance of various types of pavement markings.

c. Prospective bidders must be trained by the material manufacturer or have experience in the handling and the installation of specific pavement markings proposed in this contract.

d. In addition to the requirements outlined in "Instruction to Bidders" of this contract, the low bidder shall be required to fill out an experience questionnaire by the County that will include the following questions:

- A list of all pavement markings contracts completed within the past three years.
- A list of sources of supply to secure the necessary materials
- A list of technical personnel who will be doing the necessary work

5) Standards

Standards and Specifications as defined in the 2009 edition of the *National Manual of Uniform Traffic Control Devices (National MUTCD),* the *New York State Supplement* to the *National MUTCD*, and the latest revised edition of New York State Department of Transportation Standards and Specifications are made part of this contract.

6) Recourse

This contract does not imply that the low bidder, following the award of this contract, has exclusive right or legal recourse to the County of Nassau for any other similar type contract, or any other contract that may be awarded during the life of this contract.

7) Maintenance and Protection of Traffic

a. Where work is being constructed on streets, sidewalks, easements or other locations normally used by the public, the Contractor shall conduct his work so as to minimize the interference with the safe and direct movement of pedestrian and vehicular travel. The Contractor shall provide all necessary construction signs, flagmen, arrow boards, cones, barricades, lighting, and their placement as required by the Short-Term Stationary operation as laid-out in NYSDOT Work Zone Traffic Control. The Contractor shall conform to directives by the County of Nassau. The Prime Contractor, through the Sponsor, shall submit to NYSDOT Construction for a review, the type of mounted light tower or its supplement (along with relevant specs) it proposes to use. This work is covered under item 619.24 – Nighttime Operations.

b. Accessibility to fire hydrants, police and fire call boxes, and provision for the ingress and egress of emergency vehicles including police, fire, and ambulance vehicles shall be required at all times. Notification shall be made to the Police and local Fire Department should any road be closed.

c. Maintenance and Protection of Traffic shall be paid for under a separate contract item.

d. The Contractor is responsible for any and all claims made by the general public related to the process of removing and installing pavement markings under this contract.

8) Cleanliness

Upon completion of the work at each location or work order, the Contractor shall remove all remaining materials and shall leave the area, which may have been affected by his operation, in a neat and orderly condition.

9) Hold Harmless

The obligation of the contractor to hold harmless and indemnify the County is absolute and shall not be dependent on the Contractor having received any actual notice from the County.

10) Engineer's Estimate

The quantities included on the Engineer's Estimate are intended to provide a general guide as to the work expected in this contract. The County reserves the right to increase, decrease or eliminate the quantity of each item actually provided under this contract (including transportation item).

11) Additional Work – Extension of Contract

The County of Nassau reserves the right to extend the terms of this contract at the accepted bid prices for either furnishing only or furnishing and installing when the successful bidder is notified within ninety (90) days of the date of approval of the catalog cuts. The extension shall not exceed 50% of the total price bid.

12) Contract Administration and Inspection

The Department of Public works through the Division of Engineering, Traffic Engineering Unit will be the administrator of this contract and shall approve all

material to be installed, verify and approve all claim vouchers, and be responsible for providing all necessary inspections to verify compliance with the contract.

13) Funding

This Contract is funded under Capital Project 62153 and is eligible for Federal Aid reimbursement.

14) Payment

Payments of this contract will be made on a monthly basis for work completed during the preceding calendar month. No partial payments shall be made for material on hand and not installed.

15) Notification

The Project Engineer, Mr. Richard Iadevaio, shall be notified by the Contractor at (516) 571-6824 at least 48 hours prior to start of work, in order that adequate arrangements can be made to insure the presence of a Nassau County inspector during the striping operation. No work shall be performed without the presence of a Nassau County representative and /or without the coordination of the project manager in special circumstances.

17) Working Hours

The Contractor shall be advised that the normal working hours for Nassau County Field Personnel is based on a eight (8) hour shift, 8am to 4:30pm. Any change in time shift must meet with the Department approval.

18) Federal Funding Eligible

The Contractor should be aware that this project is eligible for Federal Aid Reimbursement and that there are specific Federal and State requirements detailed in this contract text that must be adhered to. Therefore, procedures will conform to all Federal requirements for local Federal Aid projects, as well as New York State administered requirements to local governments.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:
A small yield line symbol shall have a base dimension of one foot.
A large yield line symbol shall have a base dimension of two feet.
Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLICATING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applicating equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applicating equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

Mobile applicating equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.

2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.

3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.

4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.

5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.

6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy Reflectorized Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy Reflectorized Pavement Markings

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibilty (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibilty beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

   Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

   Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

   Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

   Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

   The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

   After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Feet}}{4 \text{ inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

PAY ITEM NO.	***DESCRIPTION***	***PAY UNIT***
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

685.07150210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Special Markings) 15 mils Thick	Foot
685.07150610	(Wet Night Visibility Spheres) Yellow Epoxy Reflectorized Pavement Stripes – 15 mils	Foot
685.07150710	(Wet Night Visibility Spheres) Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 15 mils Thick	Foot
685.07150810	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 15 mils	Each
685.07150910	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 15 mils	Each
685.07200110	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes – 20 mils	Foot
685.07200210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters – 20 mils	Each
685.07200310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 20 mils	Each
685.07200410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick	Foot
685.07200510	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils Thick	Foot

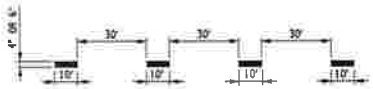
ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

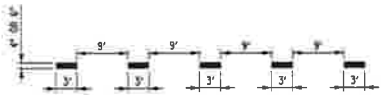
685.07200610	Yellow Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each



NORMAL LANE LINE (xLL)
NORMAL EDGE LINE (xEL)



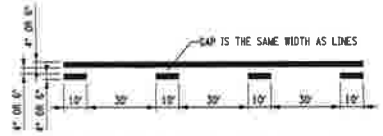
NORMAL BROKEN LANE LINE (xBLL)



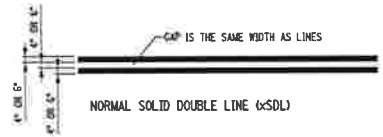
NORMAL DOTTED LANE LINE (xDLL)



NORMAL DOTTED EXTENSION LINE (xDEL)



NORMAL SOLID LINE AND NORMAL BROKEN LINE (ySBL)
(ONLY ALLOWED IN YELLOW)



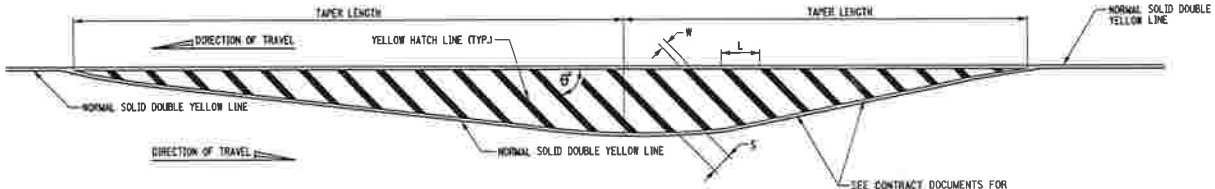
NORMAL SOLID DOUBLE LINE (xSDL)

PAVEMENT MARKING LINE NOTES:

L1. EDGE LINES ON ALL RURAL, HIGH SPEED HIGHWAY SEGMENTS WITH POSTED SPEEDS OF 45 MPH OR MORE SHALL BE 6". ALSO, NORMAL PAVEMENT MARKING LINES SHALL BE 6" ON FREEWAYS AND EXPRESSWAYS AND ON RAMPS TO AND FROM FREEWAYS AND EXPRESSWAYS, AND WHERE SPECIFIED IN THE CONTRACT DOCUMENTS. AT ALL OTHER LOCATIONS NORMAL PAVEMENT MARKING LINES SHALL BE 4". WIDE PAVEMENT MARKING LINES SHALL BE TWICE AS WIDE AS NORMAL LINES ON THE SAME HIGHWAY. CHANNELIZING LINES ARE THE SAME WIDTH AS WIDE LINES.

L2. PAVEMENT MARKING LINE CODES MAY BE SHOWN ON THE PLANS.
DESIGNATIONS:

"W"=WHITE "Y"=YELLOW "WIDE"=WIDE

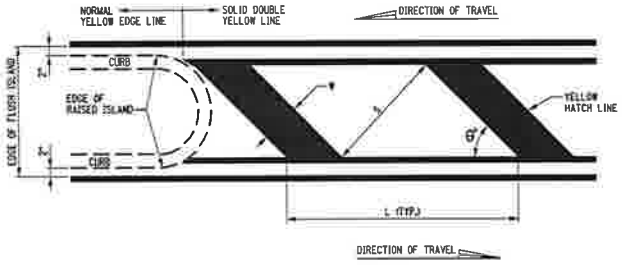


CROSS HATCHED ISLAND DETAIL
SHOWN FOR RADIUS TAPER
STRAIGHT TAPER STRIPING SIMILAR

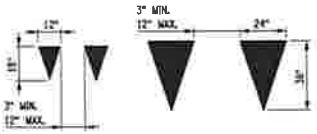
POSTED SPEED ≥ 45 MPH				
TYPE	W	θ	S	L
A	1'	30°	3'	8'
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

POSTED SPEED < 45 MPH				
TYPE	W	θ	S	L
A	8"	30°	2'	5'-4"
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

CROSS HATCH LINE DIMENSIONS
NOTE: TYPE SHALL BE AS PER PLAN. DEFAULT VALUE IS TYPE C UNLESS OTHERWISE SHOWN.



TYPICAL CROSS HATCH LINE DETAIL AT FLUSH OR RAISED ISLANDS AND AT MEDIAN AREAS



YIELD LINE MARKINGS
(EACH TRIANGLE PAID FOR SEPARATELY)

GENERAL PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE IN THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAIL).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT. LANE LINES ON ROADWAYS WHICH ARE MORE THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES, SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS.

   AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR WITH EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. THE REGIONAL TRAFFIC ENGINEER WILL REVIEW AND APPROVE ANY CHANGES TO THE PAVEMENT MARKING PLANS PRIOR TO FINAL INSTALLATION. CHANGES SHALL BE SUBMITTED TWO WEEKS PRIOR TO INSTALLATION.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS
(SHEET 1 OF 9)

APPROVED AUGUST 21, 2018
/S/ ROBERT LIMOGES P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EI 18-008

685-01

STANDARD SHEETS , September 01, 2022

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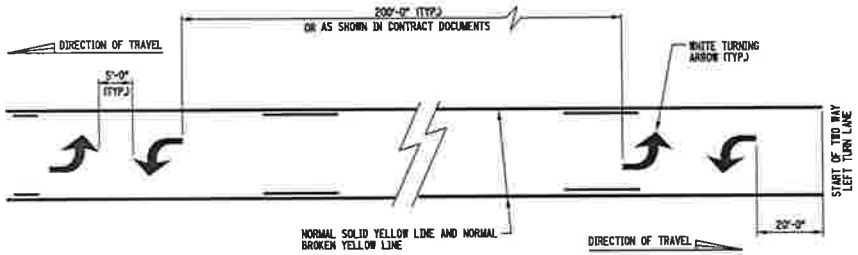
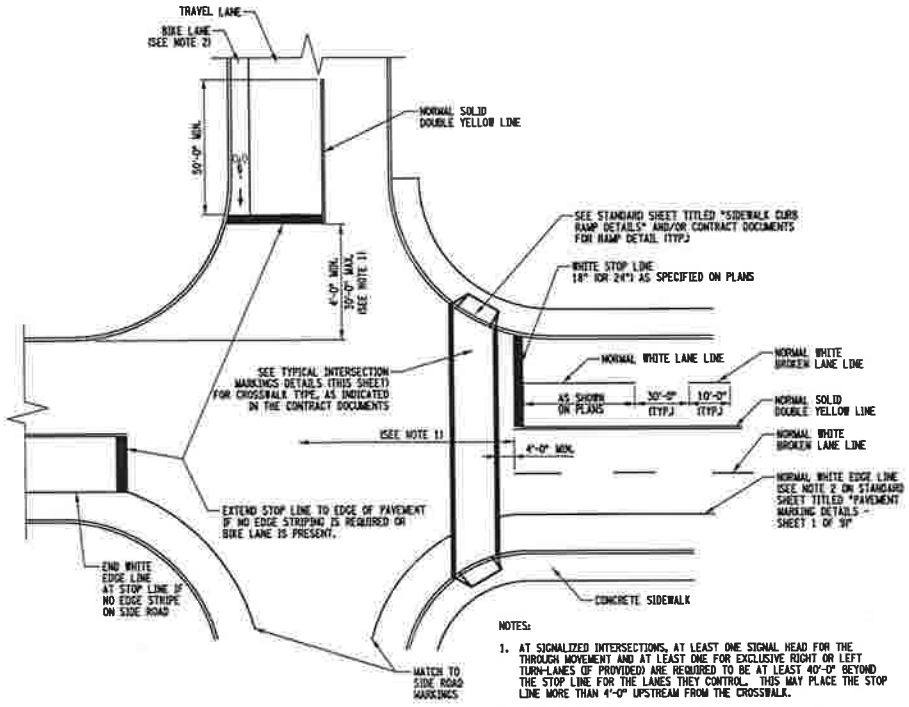


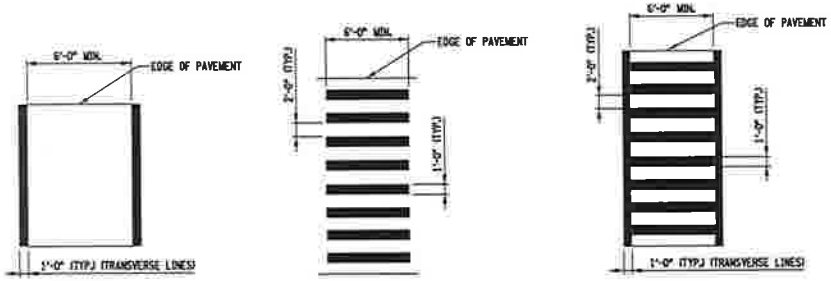
TWO-WAY LEFT TURN LANE DETAIL



TYPICAL INTERSECTION MARKINGS

NOTES:

1. AT SIGNALIZED INTERSECTIONS, AT LEAST ONE SIGNAL HEAD FOR THE THROUGH MOVEMENT AND AT LEAST ONE FOR EXCLUSIVE RIGHT OR LEFT TURN-LANES (IF PROVIDED) ARE REQUIRED TO BE AT LEAST 40'-0" BEYOND THE STOP LINE FOR THE LANES THEY CONTROL. THIS MAY PLACE THE STOP LINE MORE THAN 4'-0" UPSTREAM FROM THE CROSSWALK.
2. DISCONTINUE BIKE LANE MARKINGS AT LEAST 100'-0" BEFORE INTERSECTION IF NO MARKED BIKE LANE IS PRESENT DOWNSTREAM.



STANDARD TYPE S

LADDER BAR TYPE L

COMBINED TYPE LS

TYPICAL CROSSWALK DETAILS

NOTES:

1. ALL CROSSWALK MARKINGS SHALL BE WHITE.
2. TYPE "L" AND TYPE "LS" CROSSWALKS SHALL HAVE THE LONGITUDINAL LINES PARALLEL TO THE LANE LINES.

1. SEE STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR LINE LAYOUT AND DIMENSIONS (EXCEPT AS NOTED).
2. REFER TO STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR GENERAL NOTES.

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 2 OF 9)

APPROVED SEPTEMBER 24, 2012 | ISSUED UNDER EB 12-036

/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

685-01

ERRATA 1 EFF. 05-01-2021
ISSUED WITH EB 21-006

H62153-13GR

STANDARD SHEETS , September 01, 2022

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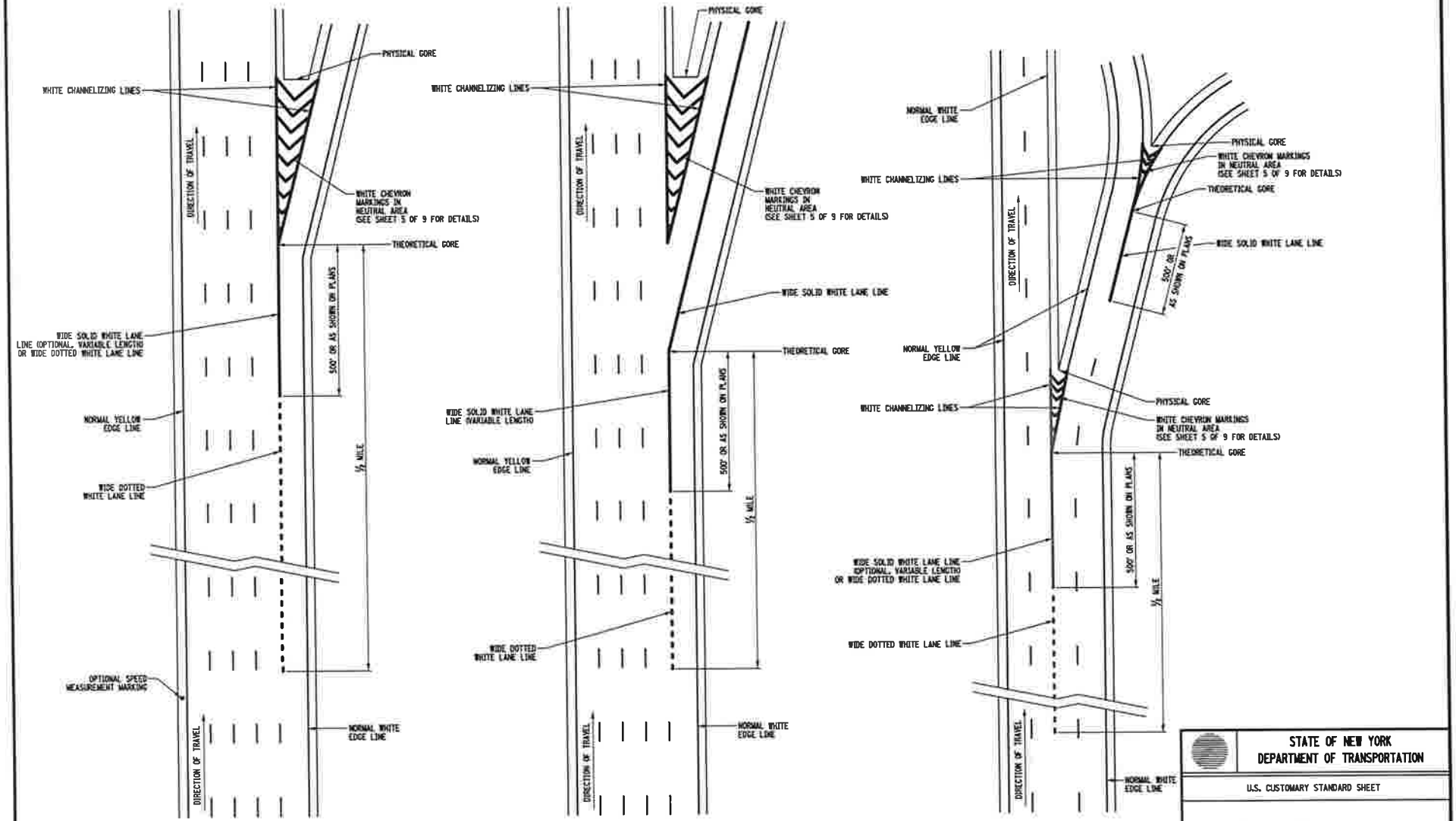

LANE DROP AT A SINGLE LANE EXIT RAMP

LANE DROP AT A MULTI-LANE EXIT RAMP WITH OPTION LANE

TWO-LANE DROP AT AN EXIT RAMP

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 3 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD H. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

Pavement Marking Improvements Ph 10 PIN 0704.23

STANDARD SHEETS , September 01, 2022

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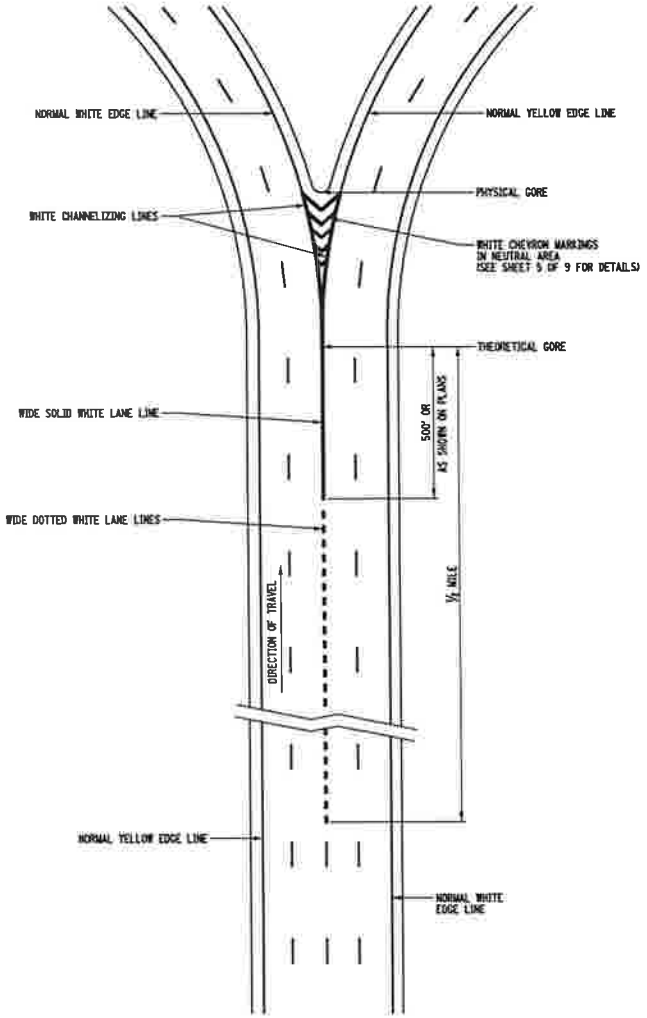
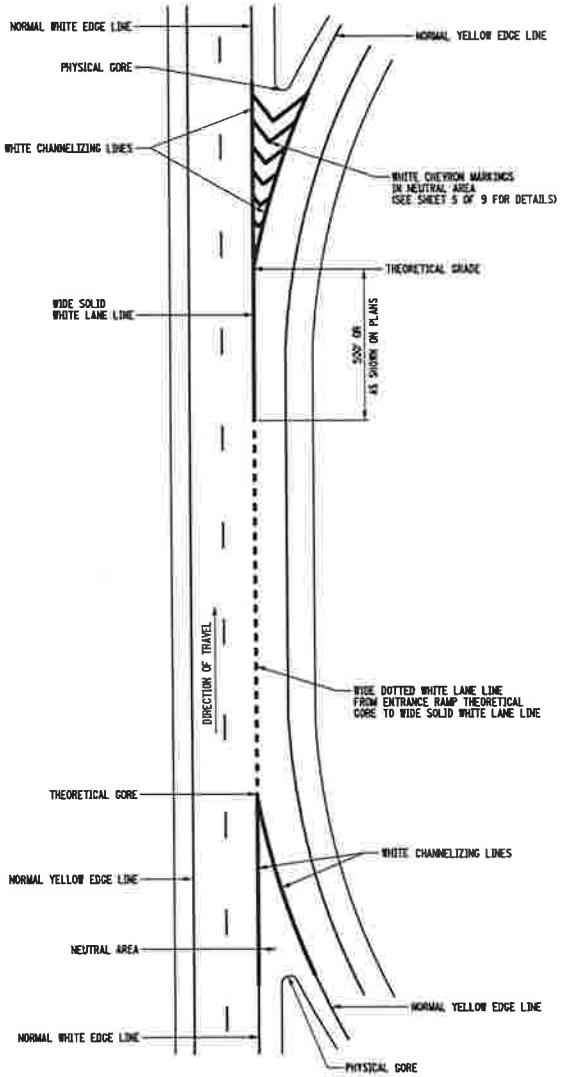
USER = jturley

STANDARD SHEETS, September 01, 2022



ROUTE SPLIT WITH DEDICATED LANES



AUXILIARY LANE AT CLOSELY SPACED RAMPS

NOTE: USE THIS DETAIL WHERE DISTANCE FROM THEORETICAL GORE OF ENTRANCE RAMP TO THEORETICAL GORE OF EXIT RAMP IS LESS THAN OR EQUAL TO ¾ MILE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 4 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

Pavement Marking Improvements No. H62153-13GR

EFFECTIVE DATE: 05/02/2013

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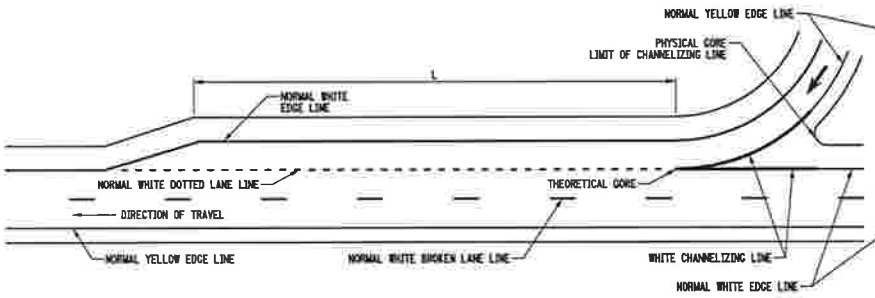
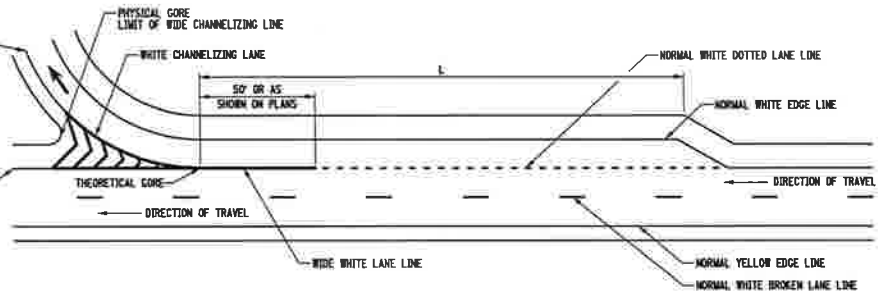
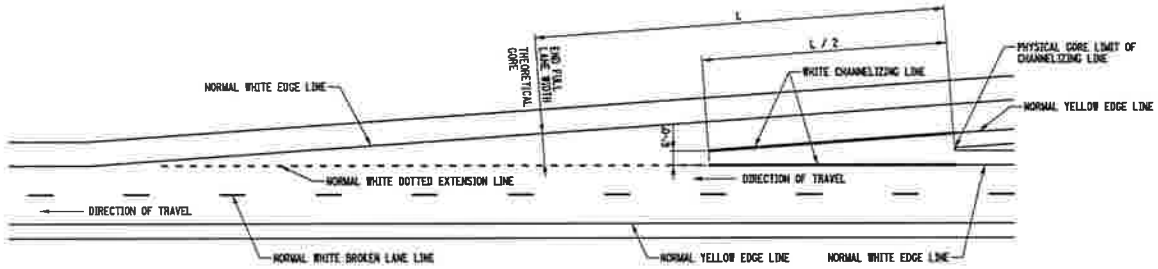


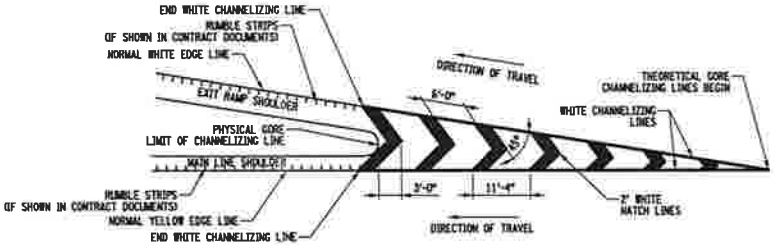
PARALLEL ACCELERATION LANE



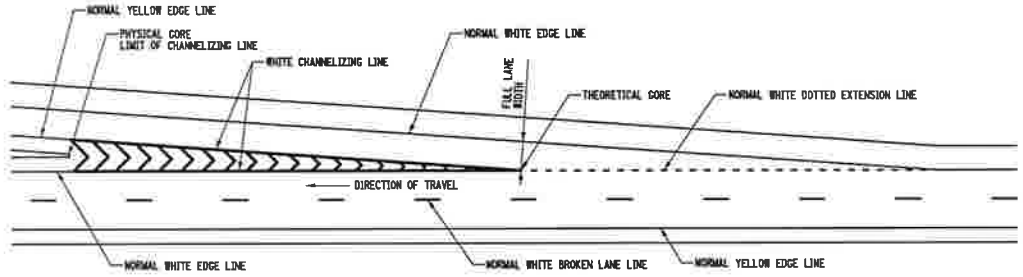
PARALLEL DECELERATION LANE



TAPERED ACCELERATION LANE



EXIT / DIVERGE
TYPICAL HATCH LINE AT GORE



TAPERED DECELERATION LANE

1. SEE STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR LINE LAYOUT AND DIMENSIONS. (EXCEPT AS NOTED)
2. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 5 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

Project No. H62153-13GR

STANDARD SHEETS , September 01, 2022

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STANDARD SHEETS , September 01, 2022

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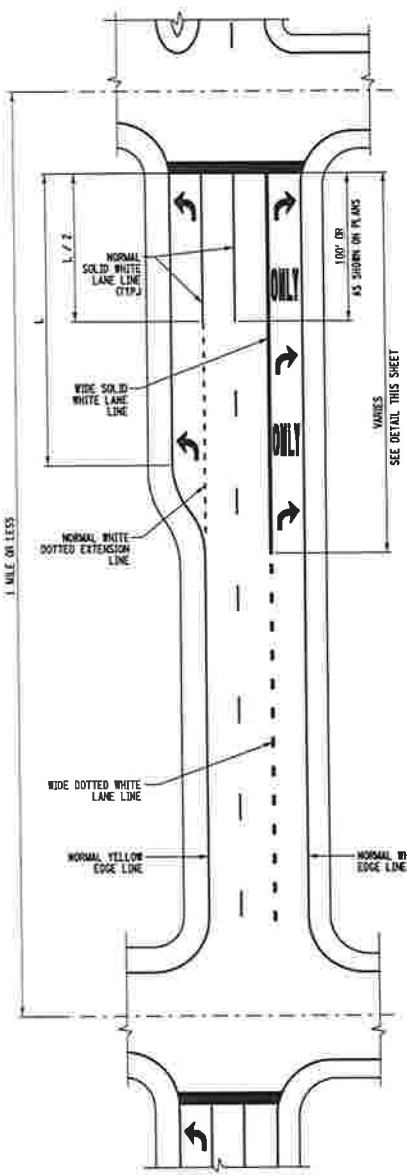
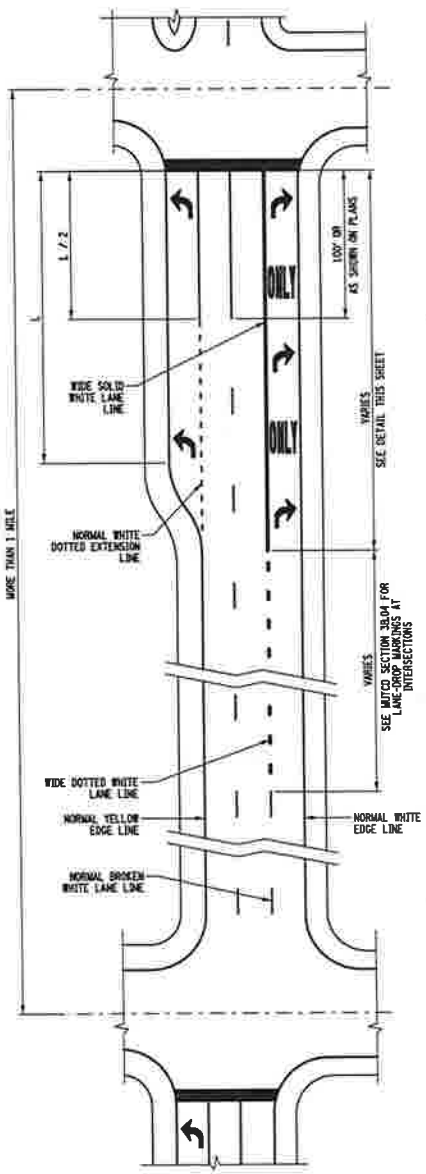
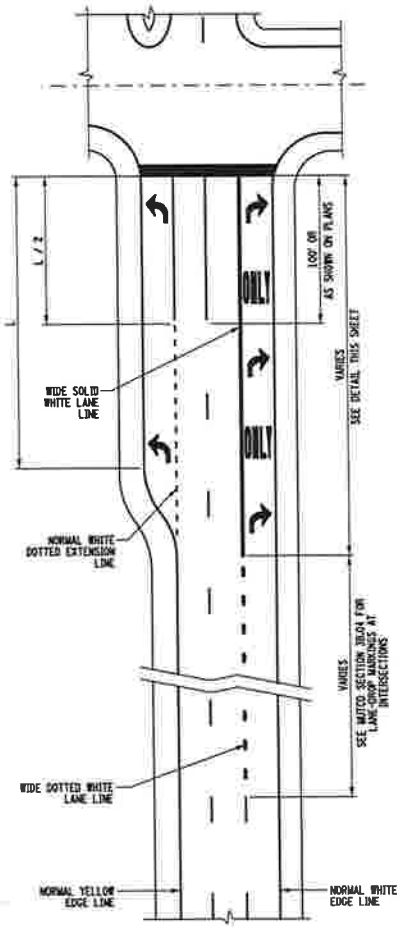


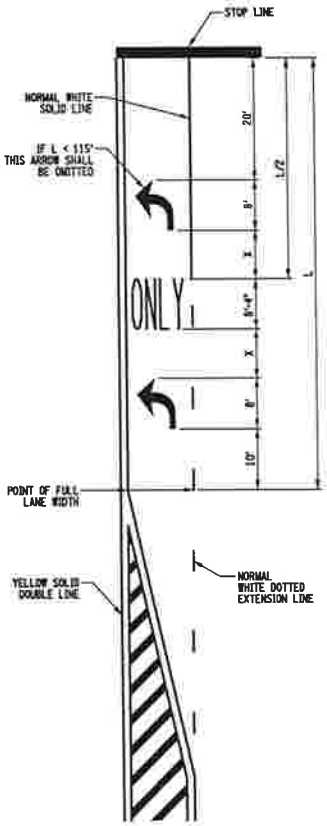
AUXILIARY LANE BETWEEN INTERSECTIONS
LESS THAN OR EQUAL TO 1 MILE APART



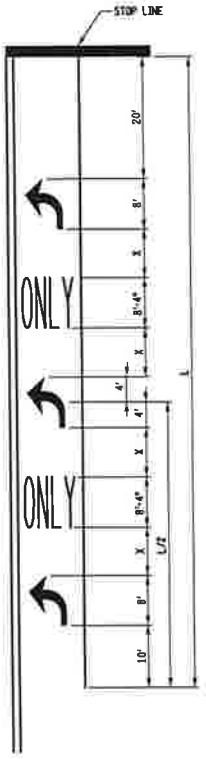
AUXILIARY LANE BETWEEN INTERSECTIONS
GREATER THAN 1 MILE APART



LANE DROP AT INTERSECTION



LANE USE ARROW PLACEMENT
L ≤ 200'



LANE USE ARROW PLACEMENT
200' < L ≤ 400'

SYMBOL SPACING NOTES:

S1. SPACING BETWEEN ARROWS AND "ONLY" CO IS 32' MIN. AND 80' MAX. LOWER SPEED ROADS SHOULD HAVE CLOSER SPACING THAN HIGHER SPEED ROADS.

S2. IF L < 75' OR L > 400', REFER TO CONTRACT DOCUMENTS OR REGIONAL TRAFFIC SAFETY AND MOBILITY GROUP FOR GUIDANCE ON SPACING OF ARROWS AND "ONLY".

S3. ON AN UNCONTROLLED APPROACH (NO STOP SIGN, YIELD SIGN, OR TRAFFIC SIGNAL) OMIT STOP LINE.

S4. IF INTERSECTION LANE CONTROL SIGNS (EG. R3-5) ARE NOT PROVIDED FOR THE LANE, THE "ONLY" MARKINGS SHALL BE DELETED.

S5. ARROWS AND "ONLY" TO BE CENTERED IN THE LANE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 6 OF 9)

ERRATA 1 EFF. 01/09/2014
ISSUED WITH EB 13-042

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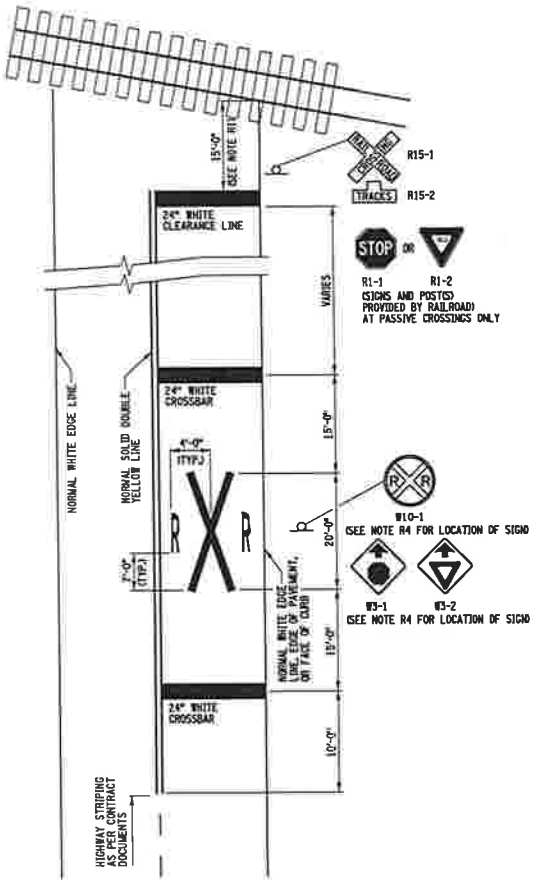
APPROVED: OCTOBER 23, 2013
/S/ TODD A. WESTHUIS, P.E.
DEPUTY CHIEF ENGINEER, TRAFFIC SAFETY AND MOBILITY DIVISION

ISSUED UNDER EB 12-036

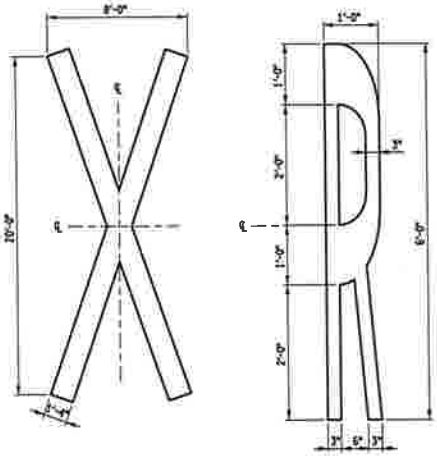
685-01

Pavement Marking Improvements on I-87 PIN 8734.00 H62153-13GR

Nassau County DPW

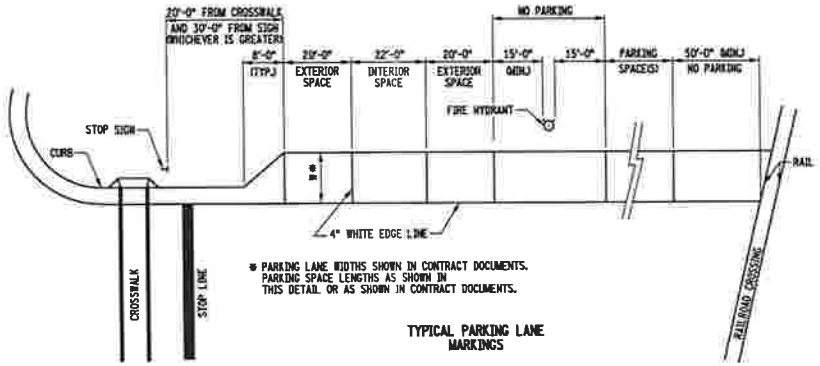


RAILROAD GRADE CROSSING MARKINGS AND LAYOUT PLAN



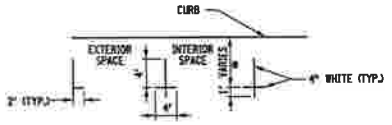
(PAID AS 159' LINAR FEET) (PAID AS ONE SYMBOL)

RAILROAD GRADE CROSSING



* PARKING LANE WIDTHS SHOWN IN CONTRACT DOCUMENTS. PARKING SPACE LENGTHS AS SHOWN IN THIS DETAIL OR AS SHOWN IN CONTRACT DOCUMENTS.

TYPICAL PARKING LANE MARKINGS



ALTERNATE PARKING LANE MARKINGS (NO EDGE LINE) (NOT TO SCALE)

RAILROAD GRADE CROSSING NOTES:

R1. WHERE THERE IS NO RAILROAD CROSSING GATE, THE CLEARANCE LINE SHOULD BE PERPENDICULAR TO THE ROADWAY, AND 15'-0" FROM THE NEAREST RAIL AT ITS CLOSEST POINT. WHERE THERE IS A GATE, THE CLEARANCE LINE SHOULD BE PARALLEL TO THE GATE IN ITS LOWERED POSITION, AND EITHER 15'-0" FROM THE NEAREST RAIL OR 8'-0" FROM THE GATE, WHICHEVER PLACES THE LINE FURTHER FROM THE CROSSING.

R2. ON A MULTI-LANE APPROACH, THE CLEARANCE LINE AND CROSSBARS SHALL EXTEND ACROSS ALL LANES, AND A "RXR" SYMBOL SHALL BE PLACED IN EACH LANE.

R3. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

R4. IF A W3-1 OR W3-2 SIGN IS NOT REQUIRED IN ADVANCE OF THE GRADE CROSSING, THE W10-1 SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4. IF A W3-1 OR W3-2 SIGN IS REQUIRED IN ADVANCE OF A GRADE CROSSING, IT SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4 AND THE W10-1 SIGN SHALL BE LOCATED APPROXIMATELY 200'-0" IN ADVANCE OF THE W3-1 OR W3-2 SIGN.

R5. A PORTION OF THE "RXR" MARKING MUST BE OPPOSITE THE W10-1 SIGN. 24" WHITE CROSS BARS ARE PLACED IN RELATION TO "RXR" MARKING. THE DISTANCE TO CLEARANCE LINE WILL VARY.

R6. NORMAL SOLID DOUBLE YELLOW LINE TO BEGIN A MINIMUM OF 10'-0" UPSTREAM OF FIRST 24" WHITE CROSS BAR.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 7 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041	/S/ TODD B. WESTHUIS, P.E.	685-01
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041	ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Drawing No H62153-13GR

STANDARD SHEETS , September 01, 2022
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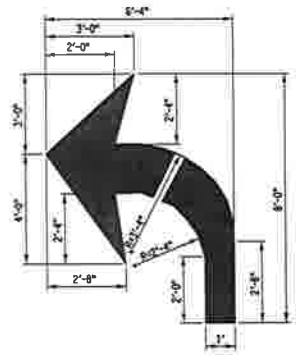
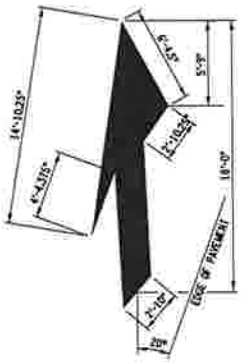
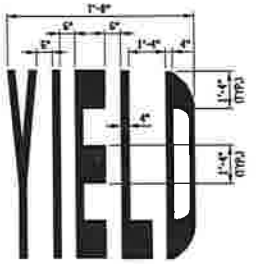


TURNING ARROW
(PAID AS ONE SYMBOL)



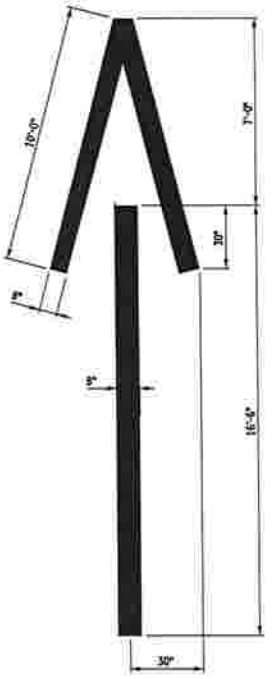
LANE REDUCTION ARROW
(PAID AS ONE SYMBOL)



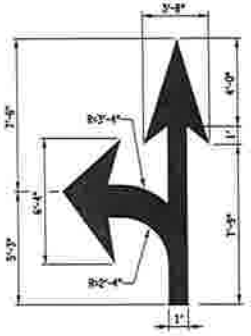
"YIELD" LETTERS
SEE NOTE
(PAID AS FIVE LETTERS)



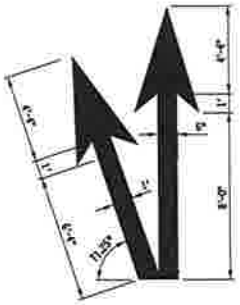
HANDICAPPED PARKING SYMBOL
(PAID AS ONE SYMBOL)



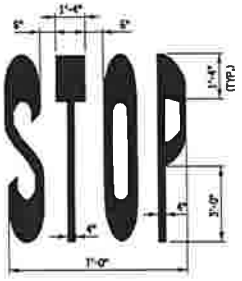
RAMP ARROW
(PAID AS 74 LINEAR FEET)



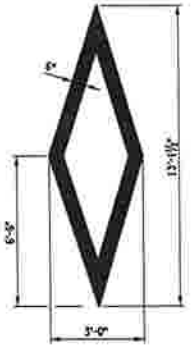
TURNING/STRAIGHT ARROW
FOR SHARED LANE
(PAID AS ONE SYMBOL)



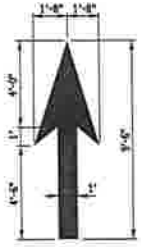
DIVERGE ARROW
(PAID AS ONE SYMBOL)



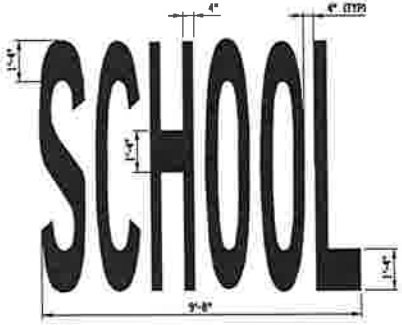
"STOP" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)



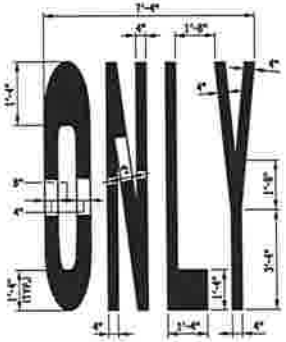
PREFERENTIAL LANE SYMBOL
(PAID AS 33 LINEAR FEET)



STRAIGHT ARROW
(PAID AS ONE SYMBOL)



"SCHOOL" LETTERS
SEE NOTE
(PAID AS SIX LETTERS)



"ONLY" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)

NOTES:

UNLESS OTHERWISE SHOWN
LETTER HEIGHT = 8'-4"
LETTER WIDTH = 1'-4"
SPACING = 8"
USE EQUAL SPACING BETWEEN LETTERS AND CENTER ENTIRE SYMBOL IN LANE)

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 8 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041	/S/ TODD B. WESTHUIS, P.E.	
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041	ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Contract No. H62153-13GR 685-01

STANDARD SHEETS , September 01, 2022

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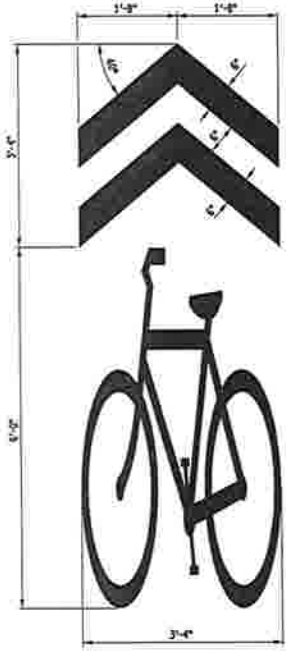
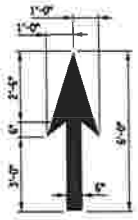


SHARED LANE USE MARKING DETAIL

(CHEVRON PAID AS 14 LINEAR FEET)

(BICYCLE PAID AS ONE SYMBOL)

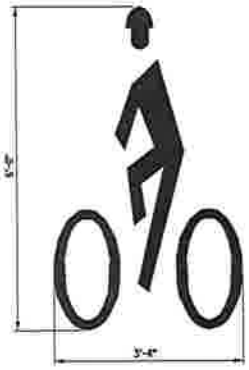


BICYCLE ARROW



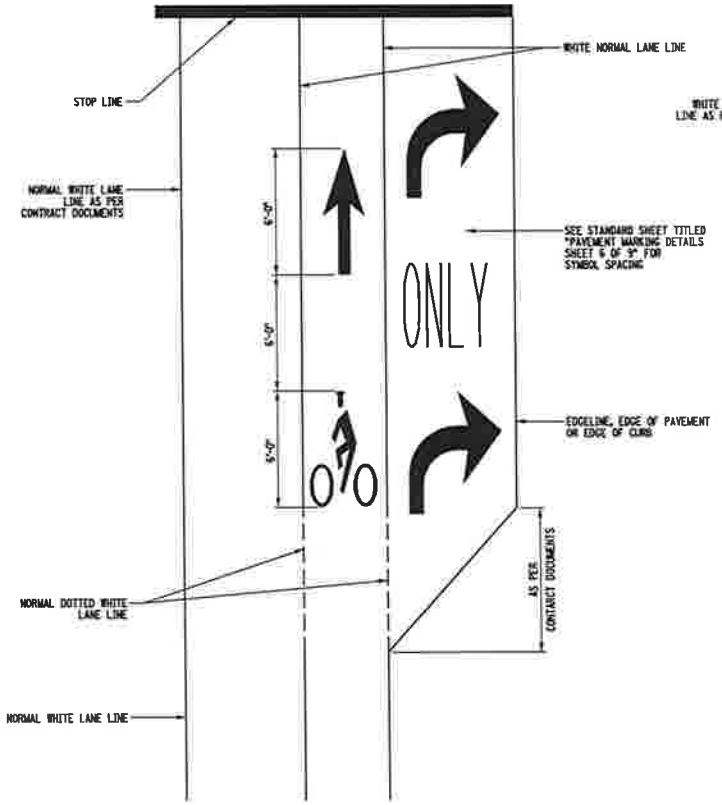
BICYCLE DETECTOR MARKER

(BICYCLE AND ARROW COMBINATION PAID AS ONE SYMBOL)

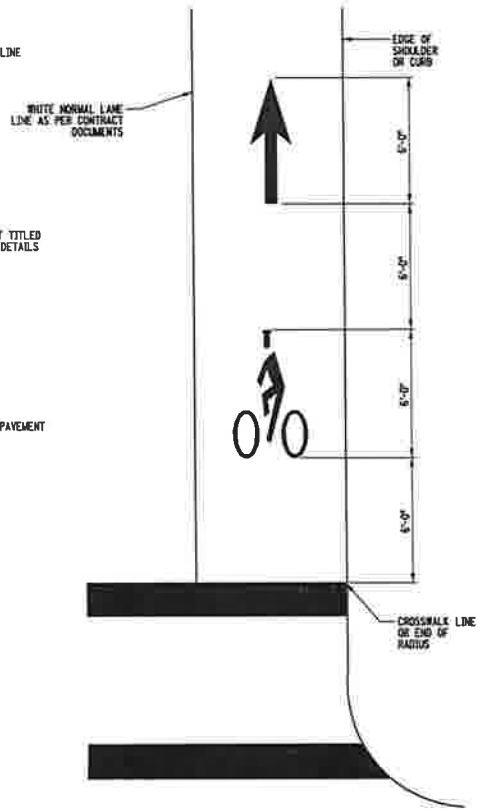


BICYCLE SYMBOL

(PAID AS ONE SYMBOL)



BICYCLE LANE MARKING
ADJACENT TO RIGHT TURN LANE



BICYCLE LANE MARKING

BICYCLE LANE MARKING NOTES:

B1. CENTER SYMBOL IN BICYCLE LANE OR SHOULDER.

B2. PLACE BICYCLE LANE ARROW AND SYMBOL DOWNSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

- PLACE BICYCLE SYMBOL AT 1320'-0" SPACING ALONG BICYCLE LANE OR AS INDICATED IN THE CONTRACT DOCUMENTS.
- PLACE BICYCLE LANE ARROW AND SYMBOL 200'-0" UPSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

B3. MARKINGS AS PER THE DIRECTIONS OF THE REGIONAL OFFICE OF TRAFFIC SAFETY AND MOBILITY GROUP OR AS PER PLAN. SIGNS SHALL BE USED WITH THE BICYCLE LANE.

ERRATA 4 EFF. 09-01-2022 ISSUED WITH EB 22-037
ERRATA 3 EFF. 05-01-2021 ISSUED WITH EB 21-006
ERRATA 2 EFF. 01-01-2020 ISSUED WITH EB 19-041
ERRATA 1 EFF. 01-01-2018 ISSUED WITH EB 17-041

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS (SHEET 9 OF 9)

APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
/S/ TODD B. WESTHUIS, P.E.	685-01
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Contract No. H62153-13GR

Pavement Marking Improvements On CR 6 PIN 0764.03

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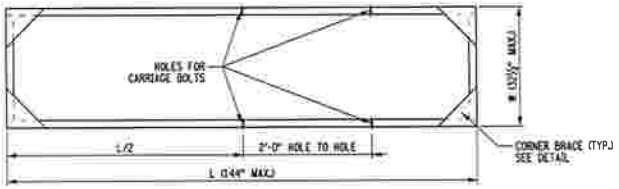
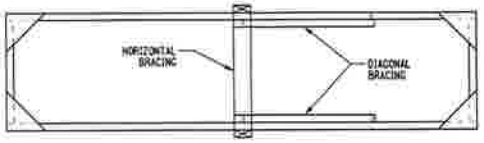
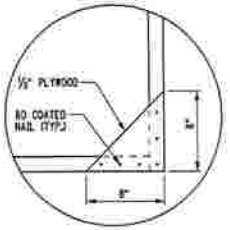
USC SEPTEMBER 01, 2022



BOTTOM FRAME
TOP VIEW



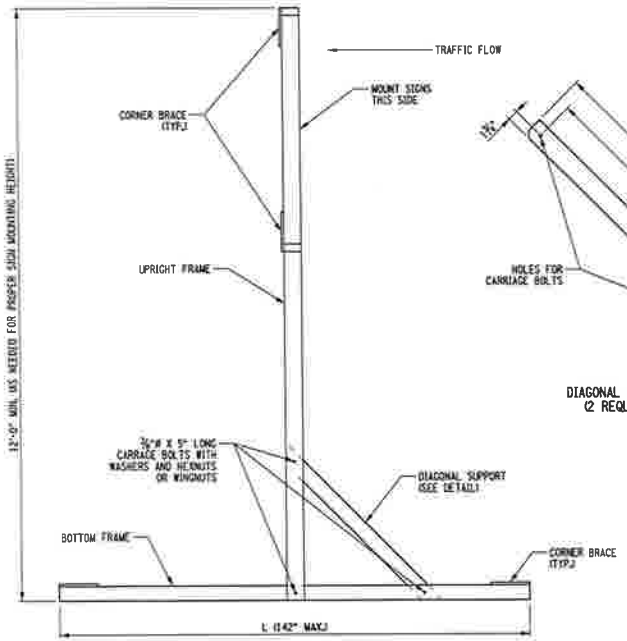
TEMPORARY WOODEN SIGN STAND
TOP VIEW



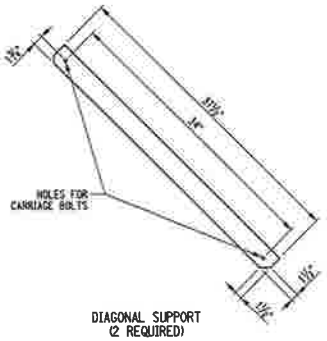
CORNER BRACE DETAIL
(TO BE USED ON UPRIGHT AND BOTTOM FRAMES)

NOTES:

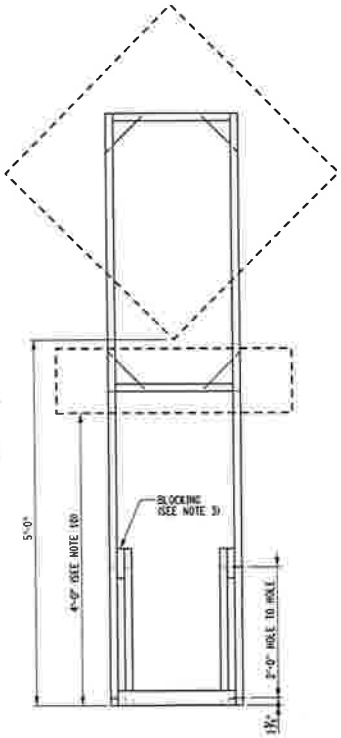
1. ALL LUMBER SHALL BE 2 X 4 DIMENSIONAL LUMBER. CONNECT FRAME MEMBERS WITH 2 EACH 12D COATED NAILS.
2. ALL HOLES SHALL BE DRILLED IN CENTERLINE OF FRAME MEMBERS AND DIAGONAL BRACES.
3. 6" BLOCK SPACER MAY BE USED BETWEEN DIAGONAL BRACE AND VERTICAL SUPPORT.
4. CONNECT FRAME CORNER BRACES TO FRAME MEMBERS WITH 6 EACH - 8D COATED NAILS. (3 NAILS INTO EACH FRAME MEMBER).
5. UPRIGHT FRAME MOUNTS ON THE OUTSIDE OF THE BOTTOM FRAME.
6. PAINT SIGN SUPPORT WITH 2 COATS OF WHITE PAINT.
7. DIAGONAL SUPPORTS MOUNT INSIDE BOTH UPRIGHT AND BOTTOM FRAMES. ALL UPRIGHT DIAGONAL BRACING SHALL BE SLOPED SUCH THAT BRACING COLLAPSES DOWNWARD UPON IMPACT BY A VEHICLE.
8. A SINGLE LAYER OF BALLAST PLACED ON THE BOTTOM FRAME MAY BE USED TO PREVENT SIGNS FROM TIPPING OVER FROM WIND AND VEHICLE GUSTS.
9. NO HORIZONTAL BRACING ALLOWED BETWEEN 2' AND 5' ON UPRIGHT VERTICALS, MEASURED FROM THE BOTTOM OF THE SKID BASE.
10. 5' MINIMUM SIGN MOUNTING HEIGHT, MEASURED FROM THE BOTTOM OF THE SKID BASE TO THE BOTTOM OF THE SIGN. VERTICAL SUPPORTS SHALL BE TALL ENOUGH TO ALLOW FOR HIGHER MOUNTING HEIGHTS FOR THOSE LOCATIONS REQUIRED BY THE MUTCD (I.E. SIDEWALKS, ROADSIDE PARKING AND EMBANKMENTS).
11. CONNECTIONS ALLOW FOR THE FOLDING, TRANSPORT AND STORAGE OF THE SUPPORT. WHEN FOLDED IN THE DOWN POSITION WITHIN THE CLEAR ZONE, THE MAXIMUM ASSEMBLY HEIGHT SHALL NOT EXCEED 4". SIMILAR NON-FOLDING SUPPORTS SHALL BE STORED OUTSIDE THE CLEAR ZONE OR BEHIND A BARRIER.
12. L = LENGTH OF BOTTOM FRAME.
    W = WIDTH OF BOTTOM FRAME.



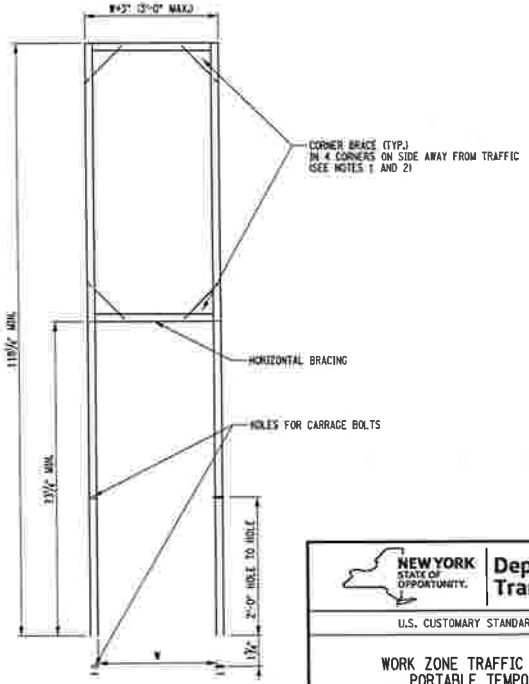
TEMPORARY WOODEN SIGN STAND
SIDE VIEW



DIAGONAL SUPPORT
(2 REQUIRED)



TEMPORARY WOODEN SIGN STAND
FRONT VIEW



UPRIGHT FRAME
FRONT VIEW

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
PORTABLE TEMPORARY
WOODEN SIGN SUPPORT

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-004

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H62153-13GR

FILE NAME = 619-004.dgn
DATE/TIME = 8/31/2021 14:31
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USC SEPTEMBER 01, 2022

FILE NAME = 619-010.dgn
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USER = abostwright

GENERAL NOTES

1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.

2. PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE FIVE (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.

3. THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.

4. STANDARD SHEET 619-503 MAY BE USED FOR AN OFFSITE DETOUR SETUP FOR BOTH LONG TERM AND SHORT TERM WORK DURATIONS.

5. FOLLOW REGIONAL HIGH-VOLUME RESTRICTIONS. CONSULT WITH DOT ENGINEER IF EXCEPTION NEEDED.

6. PLAN AHEAD TO AVOID CONFLICTING WORK ZONES. CHECK FOR CONSTRUCTION PROJECTS, CLOSURES, & RESTRICTIONS AT WWW.511NY.ORG, WWW.DOT.NY.GOV/PROJECTS, AND WITH DOT ENGINEER.

7. DOCUMENT AND REPORT WORK ZONE INCIDENTS USING EITHER THE DEPARTMENT'S WORK ZONE INCIDENT FORM, OR THE CONSTRUCTION INCIDENT REPORTING SYSTEM, AS APPROPRIATE.

8. CONSIDER CLOSURE WIDTH & CLEAR WIDTH FOR WIDE VEHICLES ON WIDE LOAD ROUTES.

ACTIVITY AREA

1. A 500' MINIMUM LONGITUDINAL DISTANCE SHALL BE MAINTAINED BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

SIGNS

1. THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.

2. FOR LONG TERM WORK DURATIONS, ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.

3. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.

4. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET OR OMMITED WITH THE APPROVAL OF THE DOT ENGINEER. LAYING THE SIGN DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.

5. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEE.

6. NYR9-12 SHALL BE USED IN PLACE OF NYR9-11 WHEN A REDUCED REGULATORY SPEED LIMIT SIGN IS AUTHORIZED.

7. RIGID AND FLEXIBLE "ROLL-UP" SIGNS MAY BE USED FOR MOBILE, SHORT DURATION AND SHORT-TERM STATIONARY WORK. RIGID SIGNS MUST BE MOUNTED AT LEAST 5 FEET ABOVE GRADE (7 FEET WHERE THERE ARE PEDESTRIANS OR PARKED CARS). FLEXIBLE SIGNS SHALL BE MOUNTED AT LEAST ONE FOOT ABOVE GRADE. MESH SIGNS SHALL NOT BE USED. USE RETRO REFLECTORIZED RIGID SIGNS FOR NIGHTTIME WORK.

CHANNELIZING DEVICES

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

PUBLIC ACCESS

1. PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY. FOR MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES. ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.

2. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

LANE CLOSURES

1. LANE CLOSURES SHALL BE LOCATED TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.

2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

3. ARROW PANELS SHALL BE LEGIBLE CONTINUOUSLY FROM ANY POINT WITHIN THE ROADWAY (INCLUSIVE OF SHOULDERS) FROM 1,500 FEET IN ADVANCE OF THE LANE CLOSURE TAPER TO THE BEGINNING OF THE LANE CLOSURE TAPER.

LANE WIDTHS

1. UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS IS 11'. THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.

2. A WRITTEN NOTE SHALL BE PROVIDED TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

PROTECTIVE VEHICLES

1. A PROTECTIVE VEHICLE IS A LARGE DUMP TRUCK, A LARGE RACK TRUCK OR OTHER VEHICLE HAVING A GROSS WEIGHT OF AT LEAST 24,000 POUNDS. IF THE PROTECTIVE VEHICLE ENCROACHES INTO THE TRAVEL LANE, OR IF IT REMAINS ENTIRELY ON THE SHOULDER OF ANY HIGH SPEED ROAD (45 MPH OR HIGHER), IT SHALL BE EQUIPPED WITH A DEPLOYED TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA, SEE TABLE 011-01 ON SHEET 619-11). PROTECTIVE VEHICLES MAY BE LOADED WITH SAND, GRAVEL, OR FINE AGGREGATE AS BALLAST TO ENHANCE THE VEHICLE'S GROSS WEIGHT. ANY BALLAST ADDED TO ENHANCE THE VEHICLE'S GROSS WEIGHT SHALL BE SECURED AS NOT TO BECOME DISLODGED IF IMPACTED.

2. A PROTECTIVE VEHICLE USED IN A MOVING OPERATION IS REFERRED TO AS A SHADOW VEHICLE.

3. A PROTECTIVE VEHICLE USED IN A STATIONARY OPERATION IS REFERRED TO AS A BARRIER VEHICLE.

4. IN A MOVING OPERATION OR A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR, THE OPERATOR SHALL REMAIN IN THE PROTECTIVE VEHICLE WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.

5. IN A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR, ONCE THE PROTECTIVE VEHICLE HAS BEEN APPROPRIATELY PLACED, IT SHOULD BE UNOCCUPIED. UNOCCUPIED VEHICLE SHALL BE POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING AND LANE TO MAINTAIN LANE DISCIPLINE AND TO STAY IN LANE IF STRUCK.

6. WHEN A PROTECTIVE VEHICLE IS USED IN ADVANCE OF EITHER MOVING OR STATIONARY OPERATIONS TO DISPLAY SIGN MESSAGES, IT IS REFERRED TO AS AN ADVANCE WARNING VEHICLE. ADVANCED WARNING VEHICLES MAY BE OCCUPIED OR UNOCCUPIED. WHEN SIGNS ARE MOUNTED ON AN ADVANCED WARNING VEHICLE, THEY SHALL NOT OBSTRUCT VISIBILITY OF ANY LIGHTS (TAILLIGHTS OR WARNING LIGHTS) OR SIDE-VIEW MIRRORS ON THE VEHICLE.

7. NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE PROTECTIVE VEHICLE AND THE ACTIVE WORK AREA (GOLL AHEAD DISTANCE).

8. PROTECTIVE VEHICLES MAY BE REQUIRED IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL, FOR CAPITOL CONSTRUCTION PROJECTS.

9. DIRECT VERBAL COMMUNICATION BETWEEN THE PROTECTIVE VEHICLES AND THE WORK VEHICLE(S) / EQUIPMENT SHALL BE UTILIZED WHERE AVAILABLE.

WORK DURATION DEFINITIONS

1. THERE ARE MAINLY FIVE WORK DURATIONS:

   A. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

   B. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

   C. SHORT-TERM IS STATIONARY DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

   D. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.

   E. MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES. IT IS USED FOR VEHICLE BASED OPERATIONS AND DOES NOT INVOLVE WORKERS ON FOOT. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.

2. SPECIAL OPERATIONS ARE WORK OPERATIONS THAT DO NOT FIT INTO ONE OF THE ABOVE FIVE CATEGORIES. SPECIAL OPERATIONS INCLUDE:

   A. STOP AND GO OPERATIONS - WORK THAT COMPLETES WITHIN 5 MINUTES AND ALLOWS WORKERS ON FOOT.

   B. OTHER OPERATIONS INCLUDING MOWING, MULCHING/HERBICIDE OPERATIONS, TEMPORARY ROAD/INTERSECTION CLOSURES, ETC.

ROADWAY TYPE DEFINITIONS

1. FREEWAY:

   A. INTERSTATE: INTERREGIONAL HIGH-SPEED, HIGH-VOLUME, DIVIDED FACILITIES WITH COMPLETE CONTROL OF ACCESS.

   B. PARKWAY: DIVIDED HIGHWAYS FOR NON-COMMERCIAL TRAFFIC WITH FULL CONTROL OF ACCESS, GRADE PARKWAY SEPARATIONS, INTERCHANGES, AND OCCASIONAL AT-GRADE INTERSECTIONS. PARKWAYS ARE DESIGNATED BY LAW.

ROADWAY TYPE DEFINITIONS (CONTINUED)

2. EXPRESSWAY: DIVIDED HIGHWAYS FOR THROUGH TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS. ALL FREEWAY STANDARD SHEETS ARE APPLICABLE TO EXPRESSWAY.

3. NON-FREEWAY:

   A. MULTILANE DIVIDED HIGHWAY

   B. MULTILANE UNDIVIDED HIGHWAY

   C. TWO-LANE TWO-WAY ROADWAY

ALL NON-FREEWAYS CAN BE EITHER URBAN OR RURAL:

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA)
- HIGH DENSITY DEVELOPMENT
- ON-STREET PARKING
- VARIED BUILDING SETBACKS
- MULTI-STORY AND LOW-TO MEDIUM-RISE STRUCTURES FOR RESIDENTIAL
- COMMERCIAL, AND EDUCATIONAL USES, STRUCTURES THAT ACCOMMODATE MIXED USES: COMMERCIAL, RESIDENTIAL, AND PARKING
- LIGHT INDUSTRIAL, AND SOMETIMES HEAVY INDUSTRIAL, LAND USE
- PROMINENT DESTINATIONS WITH SPECIALIZED STRUCTURES, E.G., LARGE THEATERS, SPORTS FACILITIES OR CONFERENCE CENTERS
- HIGH LEVELS OF PEDESTRIAN AND BICYCLIST ACTIVITY, WITH NEARLY CONTINUOUS SIDEWALKS AND MARKED CROSSWALKS
- HIGHER DENSITY OF TRANSIT STOPS AND ROUTES
- DRIVEWAY DENSITIES GREATER THAN 25 DRIVEWAYS/MILE ON EACH SIDE OF THE ROAD
- MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS/MILE OR GREATER
- MAJOR COMMERCIAL DRIVEWAYS
- HIGH DENSITY OF CROSS STREETS

RURAL: DOES NOT MEET MORE THAN ONE OF THE ABOVE CRITERIA.

NOTES FOR NIGHTTIME OPERATIONS:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL FROM THE DOT ENGINEER.

N10. SEE STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

N11. FLAGGERS SHALL USE A FLASHLIGHT WITH RED GLOW CONE/RED LED BATON FOR FLAGGING IN NON-ILLUMINATED FLAGGER STATIONS DURING NIGHTTIME OPERATIONS.

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
GENERAL NOTES

APPROVED APRIL 8, 2022	ISSUED UNDER EI 22-008
Robert Limoges	619-010

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

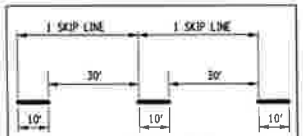
Contract No. H62153-13GR

TABLE 011-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	DURATION	MOBILE (WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY, WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES) INCLUDES "STOP AND GO OPERATIONS OF 5 MINUTES OR LESS				SHORT DURATION (WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR)				SHORT TERM (DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD)				INTERMEDIATE TERM (WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS OR NIGHT TIME WORK LASTING MORE THAN 1 HOUR)				LONG TERM (WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 CONSECUTIVE DAYS)			
	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]																				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND
P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY
TMIA: TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA) REQUIRED
NA: NOT APPLICABLE

NOTES
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED



DETAIL 011A - SKIP LINES

TABLE 011-02: TAPER LENGTHS & NUMBER OF CONES CHART

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)									SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — FOR SHOULDER WIDTH		
	4	5	6	7	8	9	10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	200/5/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	120/3/4	160/4/5	160/4/5	200/5/6	240/6/7	240/6/7	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	200/5/6	240/6/7	280/7/8	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	200/5/6	240/6/7	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	240/6/7	280/7/8	320/8/9	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
60	240/6/7	320/8/9	360/9/10	440/11/12	480/12/13	560/14/15	600/15/16	680/17/18	720/18/19	80/2/3	120/3/4	160/4/5
65	280/7/8	320/8/9	400/10/11	480/12/13	520/13/14	600/15/16	640/16/17	720/18/19	800/19/20	80/2/3	160/4/5	200/5/6

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLE 6H-4.
** THE NUMBER OF CHANNELIZING DEVICES SHOWN IS CALCULATED BASED ON A 40FT DEVICE SPACING. THE NUMBER OF CHANNELIZING DEVICES CAN BE ADJUSTED AS NECESSARY.

TABLE 011-03 LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE (FT.)/ * OF SKIP LINES
25	155 / 4
30	200 / 5
35	250 / 6
40	305 / 8
45	360 / 9
50	425 / 11
55	495 / 13
65	645 / 16

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-2.

TABLE 011-04: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	MOVING OPERATION (BASED ON PROTECTIVE VEHICLE SPEED OF 15 MPH)		STATIONARY OPERATION	
	MIN	MAX	MIN	MAX
≥ 55	200/5	280/7	120/3	200/5
45 - 50	160/4	240/6	80/2	160/4
≤ 40	120/3	200/5	40/1	120/3

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLES NY-2 AND NY2-2.

TABLE 011-05 FLARE RATES FOR POSITIVE BARRIER

TYPE OF POSITIVE BARRIER	POSTED SPEED LIMIT				
	30 MPH	40 MPH	50 MPH	55 MPH	65 MPH
TEMPORARY POSITIVE BARRIER	8:1	11:1	14:1	16:1	20:1
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1

TABLE 011-06 ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH)*	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)**	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH)*	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT.
** THIS TABLE IS THE SAME AS MUTCD TABLE NY6H-3.

TABLE 011-07 TAPER LENGTH FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L)
MERGING TAPER	L
SHIFTING TAPER	L/2
SHOULDER TAPER	L/3
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT. MIN -100 FT. MAX
DOWNSTREAM TAPER	50 FT. MIN -100 FT. MAX

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-3.

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	ARROW PANEL
	ARROW PANEL, CAUTION MODE
	ARROW PANEL TRAILER OR SUPPORT
	CHANGEABLE MESSAGE SIGN (PVMS)
	CHANNELIZING DEVICE
	CONE
	CRASH CUSHION/TEMPORARY IMPACT ATTENUATOR
	DIRECTION OF TEMPORARY TRAFFIC DETOUR
	DIRECTION OF TRAFFIC
	AUTOMATED FLAGGER ASSISTANCE DEVICE WITH OPERATOR
	FLAGGER
	FLAG TREE
	LUMINAIRE
	MOWER
	PARKWAY GRASS SHOULDER
	PAVEMENT MARKINGS THAT SHALL BE REMOVED FOR A LONG TERM PROJECT
PVMS	PORTABLE VARIABLE MESSAGE SIGN
	ADVANCE WARNING SIGN WITH ORANGE FLAGS
	TRAILER FOR ARROW PANEL OR PORTABLE VARIABLE MESSAGE SIGN (PVMS)

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	SIGN, TEMPORARY
	SPOTTER
	TEMPORARY POSITIVE BARRIER
	TEMPORARY POSITIVE BARRIER WITH WARNING LIGHTS
	TEMPORARY TRAFFIC SIGNAL HEAD
	TYPE III BARRICADE
	WARNING LIGHTS
	WORK AREA
	WORK VEHICLE
	WORK VEHICLE (MULCHING/HERBICIDE OPERATION)
	WORK VEHICLE (PAVEMENT MARKING)
	WORK VEHICLE (SIGNAL WORK)
	24,000LB PROTECTIVE VEHICLE WITH TRUCK/TRAILER MOUNTED ATTENUATOR (TMIA)
	24,000LB PROTECTIVE VEHICLE WITHOUT TRUCK/TRAILER MOUNTED ATTENUATOR

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL GENERAL TABLES AND LEGEND

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. HR2153-13GR

619-011

Nassau County DPW

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DATE/TIME = 21-OCT-2021 15:52
USER = wilsonm

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	E5-1	C	-------	72"X60"	72"X60"
	G20-1	A	36"X18"	48"X24"	48"X24"
	G20-2	A	36"X18"	48"X24"	48"X24"
	G20-4	A	36"X18"	-------	-------
	G20-5aP	A	24"X18"	36"X24"	36"X24"
	M1-1	G	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
	M1-1†	G	3 DIGITS 30"X24"	45"X36"	45"X36"
	M1-4	B	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
	M1-4†	B	3 DIGITS 30"X24"	45"X36"	45"X36"
	M3-1	SEE NOTE 3	24"X12"	36"X18"	36"X18"
	M3-2				
	M3-3				
	M3-4				
	M4-8	A	24"X12"	36"X18"	36"X18"
	M4-8a	A	24"X18"	24"X18"	24"X18"
	M4-9 M4-9L M4-9R	A	30"X24"	48"X36"	48"X36"
	M4-9a	A	30"X24"	30"X24"	-------
	M4-9b	A	30"X24"	30"X24"	-------
	M4-9c	A	30"X24"	30"X24"	-------
	M4-10L	A	48"X18"	48"X18"	48"X18"
	M4-10R				
	M5-1	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M5-2	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-1	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-2				
	M6-3				
	M6-4				
	NYM3-1	B	24"X24"	36"X36"	36"X36"
	NYM3-2	B	30"X24"	45"X36"	45"X36"
	NYM3-3	B	30"X24"	45"X36"	45"X36"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	NYR9-11	B	24"X42"	48"X84"	48"X84"
	NYR9-12	B	24"X36"	36"X54"	48"X72"
	NYW4-17	A	36"X36"	48"X48"	48"X48"
	NYW8-30	A	48"X24"	48"X24"	48"X24"
	NYW8-31	A	48"X24"	48"X24"	48"X24"
	NYW8-32	A	48"X24"	48"X24"	48"X24"
	NYW8-33	A	48"X24"	48"X24"	48"X24"
	R1-1	D	36"X36"	36"X36"	48"X48"
	R1-2	E	36"X36"X36"	48"X48"X48"	60"X60"X60"
	R2-1	B	24"X30" OR 30"X36" (SEE NOTE 5)	36"X48"	36"X48"
	R2-11	B	24"X30"	36"X48"	36"X48"
	R2-12	B	24"X36"	36"X54"	36"X54"
	R4-1	B	24"X30"	36"X48"	36"X48"
	R4-7	B	24"X30"	36"X48"	36"X48"
	R4-7c NARROW	B	18"X30"	-------	-------
	R4-8	B	24"X30"	36"X48"	36"X48"
	R4-8c NARROW	B	18"X30"	-------	-------
	R4-9	B	24"X30"	36"X48"	36"X48"
	R5-1	E	36"X36"	36"X36"	48"X48"
	R8-3	E	24"X24"	36"X36"	48"X48"
	R9-8	B	36"X18"	36"X18"	-------
	R9-9	B	24"X12"	24"X12"	-------
	R9-10	B	24"X12"	24"X12"	-------
	R9-10L R9-10R	B	24"X12"	24"X12"	-------
	R9-11L R9-11R	B	24"X18"	24"X18"	-------
	R9-11aL R9-11aR	B	24"X12"	24"X12"	-------
	R10-6	B	24"X36"	24"X36"	-------

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	R11-2	B	48"X30"	48"X30"	48"X30"
	R11-2 (MOD.)				
	R11-3a	B	60"X30"	60"X30"	-------
	W1-4L W1-4R	A	36"X36"	48"X48"	48"X48"
	W1-4bL W1-4bR	A	36"X36"	48"X48"	48"X48"
	W1-4cL W1-4cR	A	36"X36"	48"X48"	48"X48"
	W1-6L	A	48"X24"	60"X30"	60"X30"
	W1-6R	A			
	W1-8L	A (NO BORDER)	18"X24"	30"X36"	30"X36"
	W1-8R	A (NO BORDER)			
	W3-1	A[4]	36"X36"	48"X48"	48"X48"
	W3-2	A[4]	36"X36"	48"X48"	48"X48"
	W3-3	A[4]	36"X36"	48"X48"	48"X48"
	W3-4	A	36"X36"	48"X48"	48"X48"
	W3-5	A[4]	36"X36"	48"X48"	48"X48"
	W4-1L W4-1R	A	36"X36"	48"X48"	48"X48"
	W4-2L W4-2R	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	NYW23-1	A	36"X36"	48"X48"	48"X48"
	G20-5aP	6F.12	24"X18"	36"X24"	36"X24"
	E5-2	6F.28	48"X36"	48"X36"	48"X36"
	E5-2a	6F.28	48"X36"	48"X36"	48"X36"

COLOR CODE LEGEND

CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. COLORS FOR DIRECTION PLAQUES, ADVANCE TURN ARROWS, AND DIRECTIONAL ARROWS SHALL MATCH THE ROUTE OR INTERSTATE SIGN THAT THEY SUPPLEMENT AS PER THE M.U.T.C.D.
4. MULTICOLORED SYMBOL IMPOSED ON SIGN WITH BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND.
5. FOR R2-1 SIGN LARGER DIMENSIONS SHALL BE USED WHEN SIGN FACES MULTIPLE LANES ON A CONVENTIONAL ROAD.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges

ROBERT LIMOGES, P.E. DIRECTOR, OTSM

619-012

Contract No. M82153-13GR

Project Training Improvements On 13 PIN 0761.33

USC SEPTEMBER 01, 2022

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WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W5-1	A	36"X36"	48"X48"	48"X48"
	W5-4	A	36"X36"	48"X48"	48"X48"
	W6-3	A	36"X36"	48"X48"	48"X48"
	W7-3aP	A	24"X18"	36"X30"	36"X30"
BUMP	W8-1	A	36"X36"	48"X48"	48"X48"
	W8-3	A	36"X36"	48"X48"	48"X48"
	W8-7	A	36"X36"	48"X48"	48"X48"
	W8-8	A	36"X36"	48"X48"	48"X48"
	W8-9	A	36"X36"	48"X48"	48"X48"
	W8-12	A	36"X36"	———	———
	W8-14	A	36"X36"	48"X48"	48"X48"
	W8-15	A	36"X36"	48"X48"	48"X48"
	W8-17	A	36"X36"	48"X48"	48"X48"
	W8-17p	A	24"X18"	30"X24"	30"X24"
	W8-23	A	36"X36"	48"X48"	48"X48"
	W8-24	A	36"X36"	48"X48"	48"X48"
	W9-3	A	36"X36"	48"X48"	48"X48"
	W11-1L* W11-1R	A OR F	36"X36"	36"X36"	———
	W11-2L* W11-2R	F	36"X36"	36"X36"	———
	W11-15L* W11-15R	F	36"X36"	36"X36"	———
	NYW5-32P*	A	24"X18"	24"X18"	———

*NOTE: FLUORESCENT YELLOW-GREEN BACKGROUND COLOR SHALL BE USED FOR THIS SIGN PLAQUE.

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
XX	W13-1P	A	24"X24"	30"X30"	30"X30"
ON RAMP	W13-4	A	36"X36"	36"X36"	36"X36"
	W13-4P	A	48"X48"X36"	———	———
	W16-2P	A	24"X18"	30"X24"	———
	W16-4P	SEE NOTE 3 A OR F	30"X24"	———	———
	W16-5PL W16-5PR	A	24"X18"	———	———
	W16-7PL W16-7PR	SEE NOTE 3 A OR F	24"X12"	30"X18"	———
	W16-9P	SEE NOTE 3 A OR F	24"X12"	30"X18"	———
	W20-1	A	36"X36"	48"X48"	48"X48"
	W20-2	A	36"X36"	48"X48"	48"X48"
	W20-3	A	36"X36"	48"X48"	48"X48"
	W20-4	A	36"X36"	48"X48"	48"X48"
	W20-5	A	36"X36"	48"X48"	48"X48"
	W20-5a	A	36"X36"	48"X48"	48"X48"
	W20-7	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W21-1	A	36"X36"	48"X48"	48"X48"
	W21-4	A	36"X18"	48"X24"	48"X24"
	W21-5	A	36"X36"	48"X48"	48"X48"
	W21-5aL W21-5aR	A	36"X36"	48"X48"	48"X48"
	W21-5bL W21-5bR	A	36"X36"	48"X48"	48"X48"
	W21-8	A	36"X36"	48"X48"	48"X48"
	W22-1	A	36"X36"	48"X48"	48"X48"
	W22-2	A	42"X36"	42"X36"	42"X36"
	W22-3	A	42"X36"	42"X36"	42"X36"
	W23-1	A	48"X24"	48"X24"	48"X24"
	W23-2	A	36"X36"	48"X48"	48"X48"
	W24-1L W24-1R	A	36"X36"	48"X48"	48"X48"
	W24-1aL W24-1aR	A	36"X36"	48"X48"	48"X48"
	W24-1bL W24-1bR	A	36"X36"	48"X48"	48"X48"

COLOR CODE LEGEND	
CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. WHEN USED IN CONJUNCTION WITH A BICYCLE SIGN (W11-1) OR PEDESTRIAN CROSSING (W11-2) COLOR CODE SHALL MATCH.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 2 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H82153-13GR

619-012

USC SEPTEMBER 01, 2022

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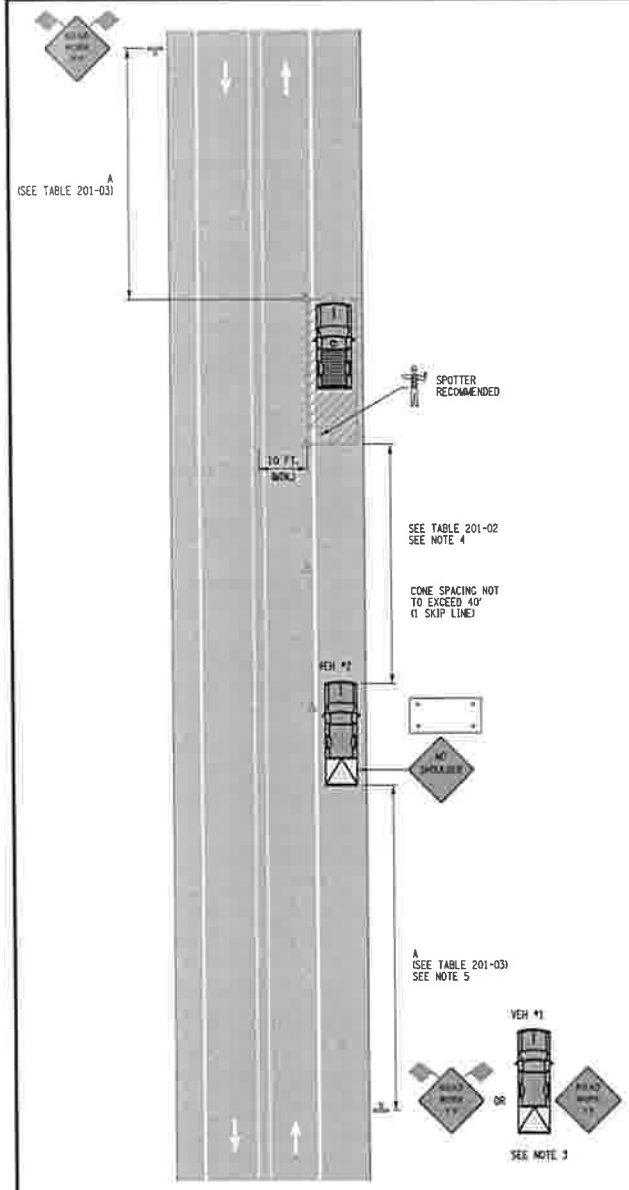

RIGHT SHOULDER CLOSURE
(SHOULDER WIDTH ≥ 8')

TABLE 201-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA	P	P
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA	P	P

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMIA: TMIA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 201-02: ROLL AHEAD DISTANCE		
ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 201-03: ADVANCE WARNING SIGN SPACE		
ROAD TYPE	DISTANCE BETWEEN SIGNS	SIGN LEGEND
	A (FT.)	YY
URBAN (≤ 30 MPH*)	100	AHEAD
URBAN (35-40 MPH*)	200	AHEAD
URBAN (≥ 45 MPH*)	350	AHEAD
RURAL	500	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 201-04: REQUIRED SIGN SIZES*		
SIGN	NON-FREEWAY	FREEWAY
W7-3a	24x18	36x30
W8-23	36x36	48x48
W20-1	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. IF SHOULDER AREA BECOMES TOO NARROW FOR VEH #1 TO BE COMPLETELY ON THE SHOULDER, THE VEHICLE SHALL STAY ON THE WIDER SHOULDER AREA UNTIL THE OPERATOR CAN SAFELY DRIVE AROUND THE NARROW SHOULDER TO THE NEW SET-UP POINT.
4. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.
5. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
6. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH SIGN W20-1 WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
   - MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN
   - WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN

W8-23
W20-1
WORK VEHICLE
24000 LB PROTECTIVE VEHICLE WITH TMIA SEE TABLE 201-01
ARROW PANEL (CAUTION MODE)
W7-3a (SEE NOTE 6)
WORK AREA
SPOTTER

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
RIGHT SHOULDER CLOSURE/LANE ENCROACHMENT
SHORT DURATION OPERATION

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H62153-113GR

619-201

Pavement Marking Improvements on 17 PIN 0754.27

USC SEPTEMBER 01, 2022

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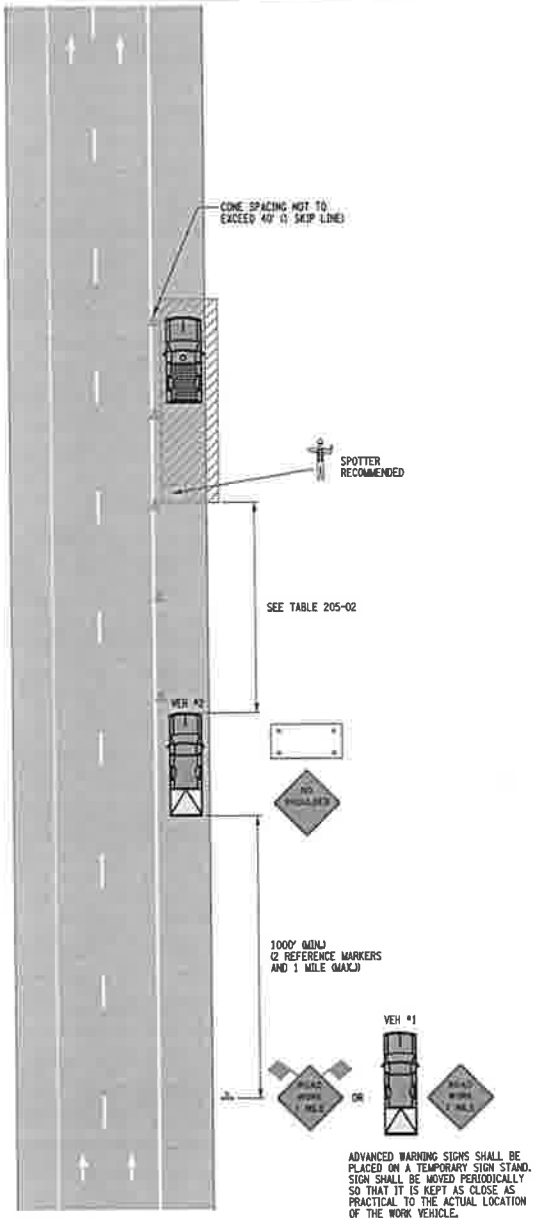


ADVANCED WARNING SIGNS SHALL BE PLACED ON A TEMPORARY SIGN STAND. SIGN SHALL BE MOVED PERIODICALLY SO THAT IT IS KEPT AS CLOSE AS PRACTICAL TO THE ACTUAL LOCATION OF THE WORK VEHICLE.

RIGHT SHOULDER CLOSURE
(SHOULDER WIDTH ≥ 8')

NOT TO SCALE

TABLE 205-01: PROTECTIVE VEHICLE REQUIREMENTS		
CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMIA: TMIA REQUIRED

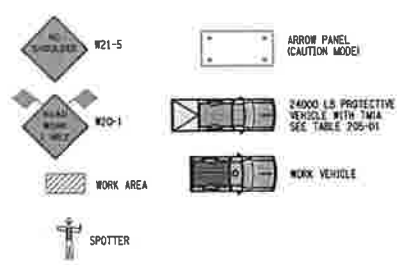
NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 205-02: ROLL AHEAD DISTANCE		
ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 205-03: REQUIRED SIGN SIZES	
SIGN	FREEWAY
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.



NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
RIGHT SHOULDER CLOSURE
SHORT DURATION OPERATION

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-026
619-205

Contract No. H62153-13GR
Payment Marking Improvements Rt. 13 RIN 0781.33

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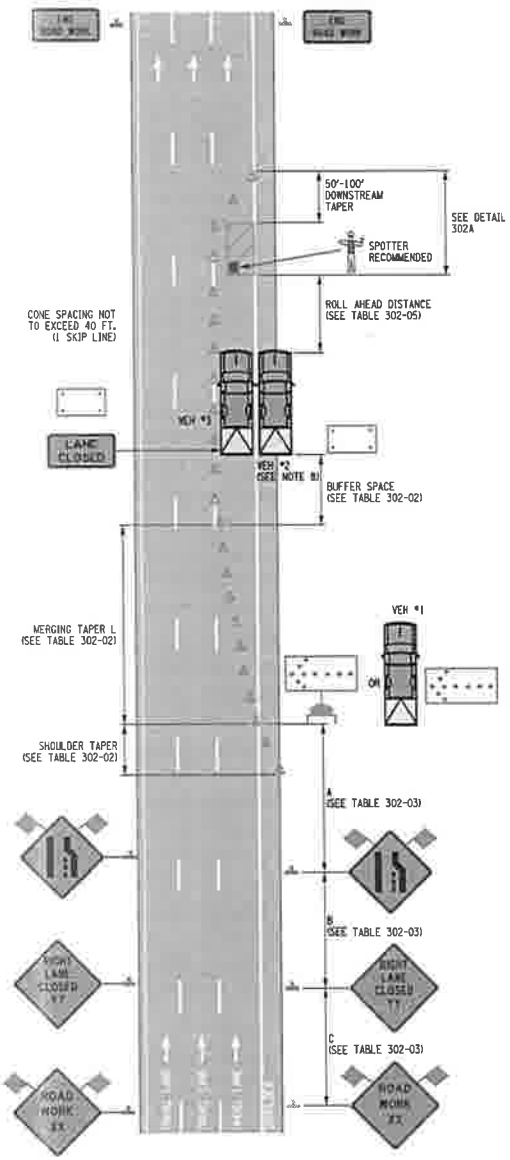
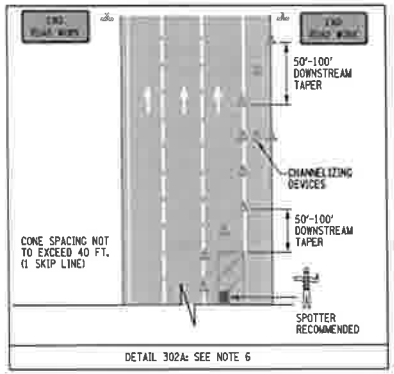
Nassau County DPW





DETAIL 302A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD DISTANCE.
4. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
5. LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN (W20-5) AND THE CORRESPONDING LANE ENDS SIGN (W4-2L).
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. VEH #2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.

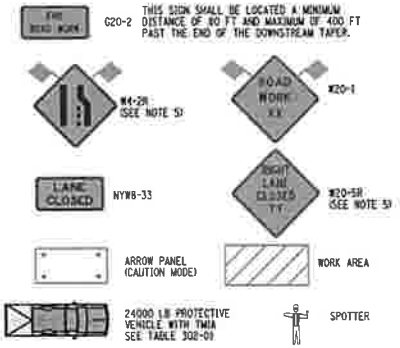


TABLE 302-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 302-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 302-03: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 302-05: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 302-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5R	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTILANE DIVIDED ROADWAY AND FREEWAY RIGHT LANE CLOSURE SHORT TERM OPERATION

APPROVED DECEMBER 2, 2021 | ISSUED UNDER EI 21-028

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. M82153-13GR

619-302

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Nassau County DPW

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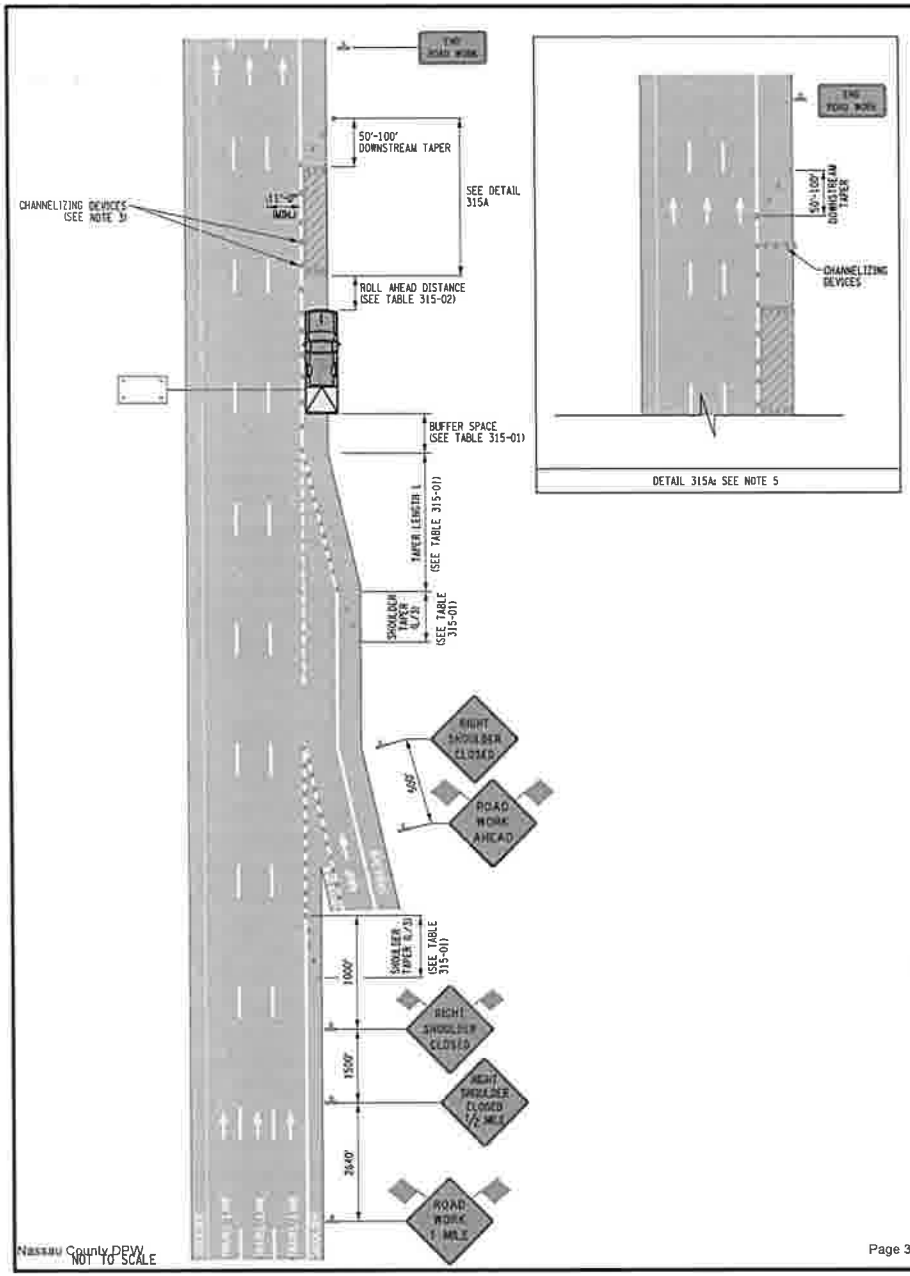


NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

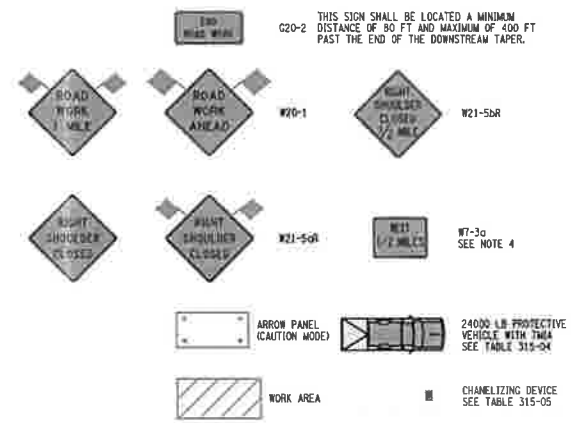
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. XX IS THE EXPECTED OVERALL LENGTH OF THE OPERATION TO BE COMPLETED WITHIN THE WORK DAY. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH W20-1 SIGN WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
•MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN XX MILES FROM THE W20-1 SIGN
•WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN XX MILES FROM THE W20-1 SIGN
THE SUPPLEMENT SIGN W3-7a SHALL INDICATE THE MAXIMUM ANTICIPATED DISTANCE BETWEEN THE W20-1 SIGN AND THE FARTHEST WORK LOCATION.

5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-315

Contract No. H62153-13GR

Nassau County DPW

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DATE/TIME = 05-DEC-2021 16:17
USER = aboatwright

USC SEPTEMBER 01, 2022

TABLE 315-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT)/ # OF SKIP LINES	TAPER LENGTH: L (FT)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 315-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 315-03: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W7-3a	36x30
W20-1	48x48
W21-5aR	48x48
W21-5bR	48x48
WARNING FLAG	18x18

TABLE 315-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 315-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-315

Contract No. M62153-13GR

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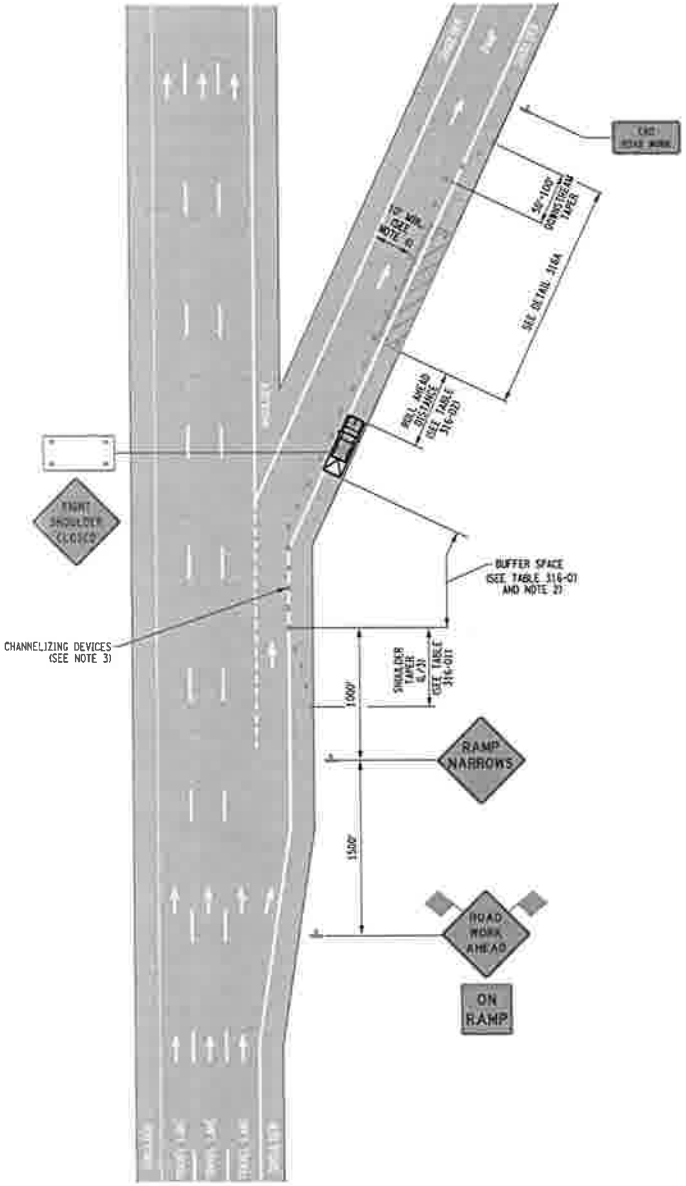
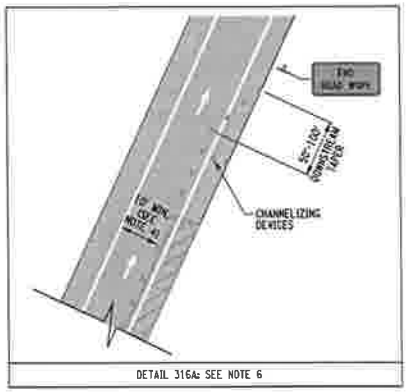




DETAIL 316A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

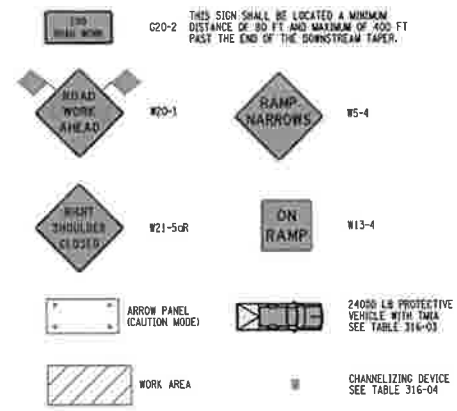
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.

5. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
PARTIAL EXIT RAMP CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-316

Contract No. H62153-13GR

Nassau County Drive

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FILE NAME = 619-316.dgn
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USER = cboatwright

TABLE 316-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 316-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 316-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 316-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOUSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 316-05: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W5-4	48x48
W13-4	36x36
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
PARTIAL EXIT RAMP CLOSURE
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-006

Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

619-316

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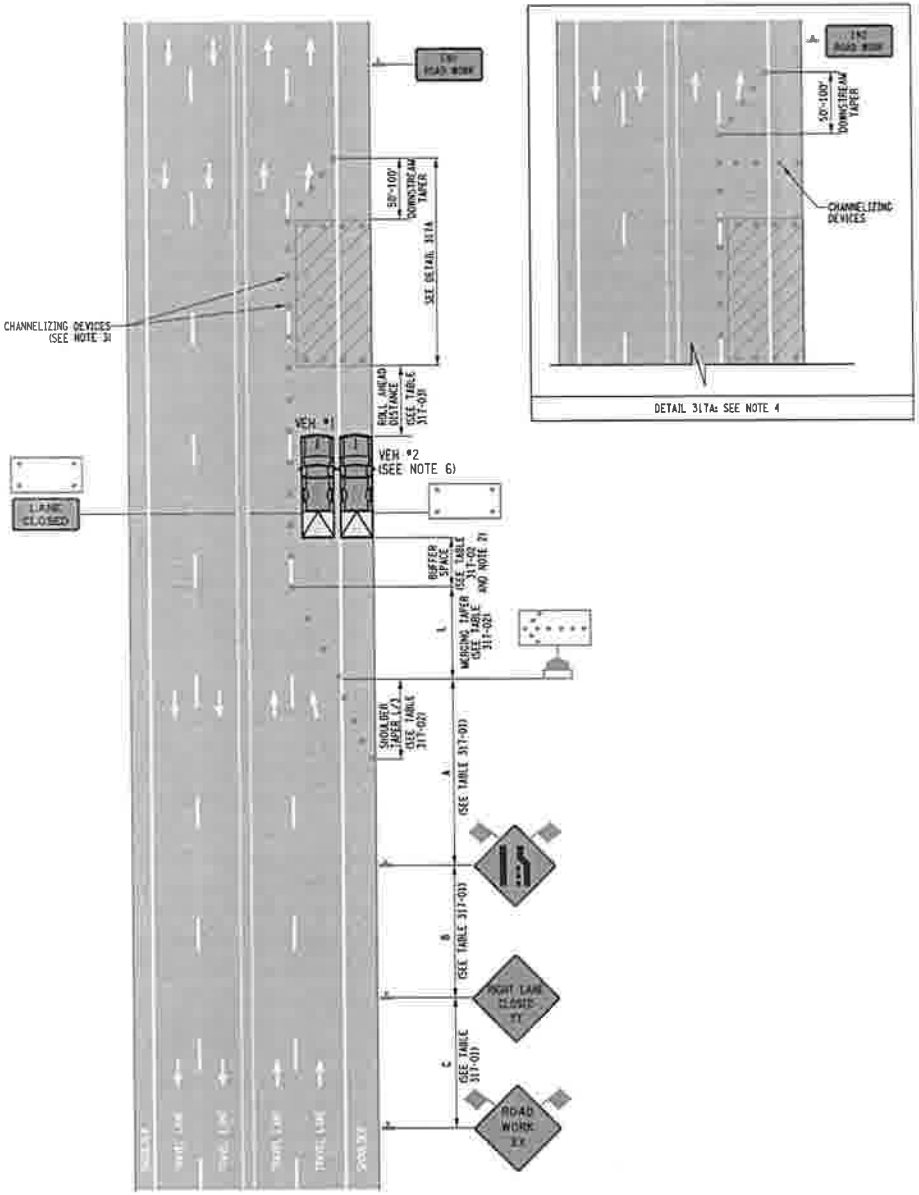


DETAIL 317A: SEE NOTE 4

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

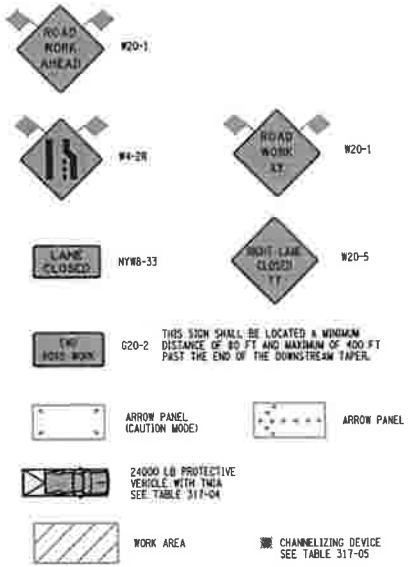
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. THE PROTECTIVE VEHICLE(S) SHALL BE MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

6. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI LANE UNDIVIDED ROADWAY
SINGLE LANE CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

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ROBERT LIMOGES, PE DIRECTOR, OTSM	619-317

Contract No. H62153-13GR

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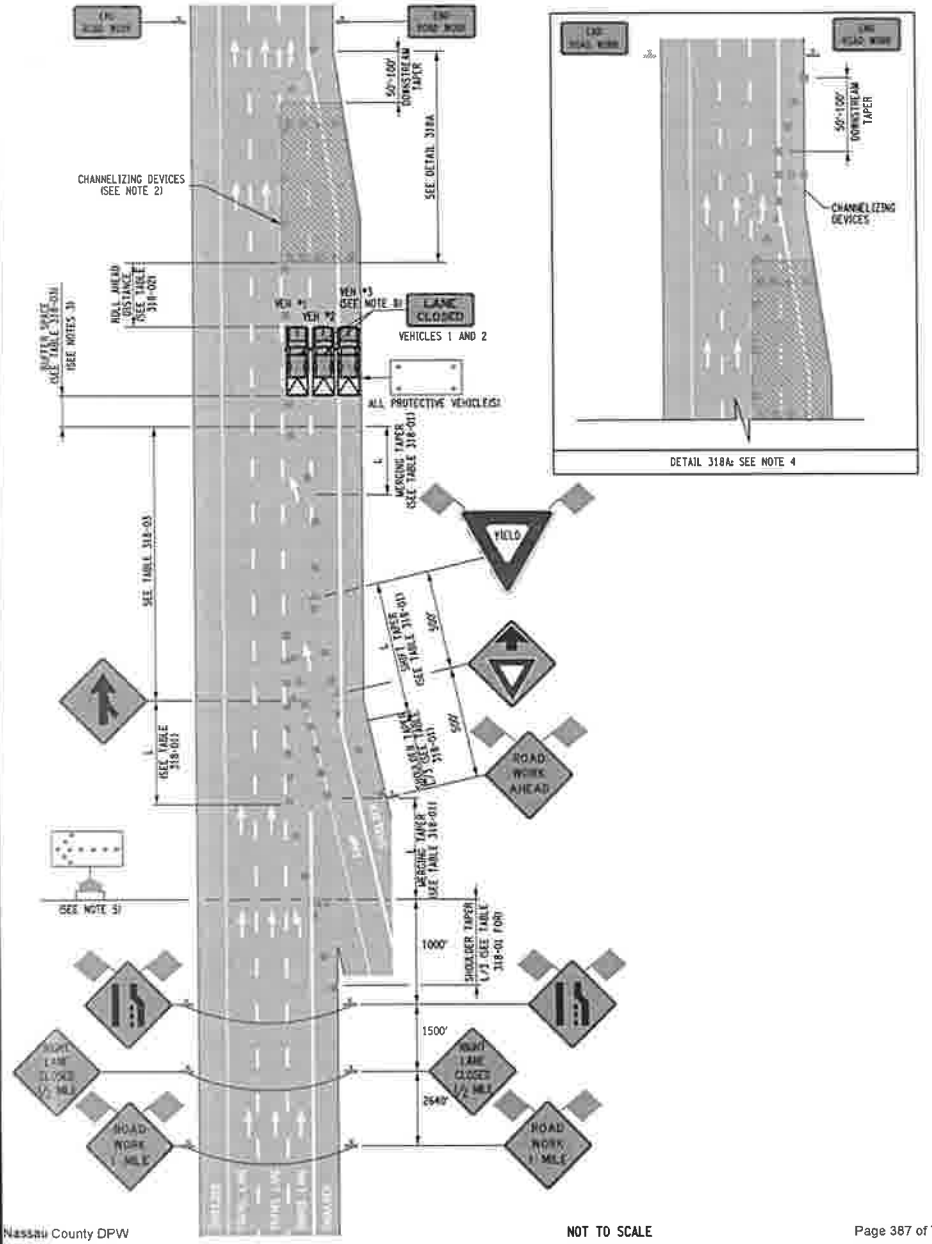
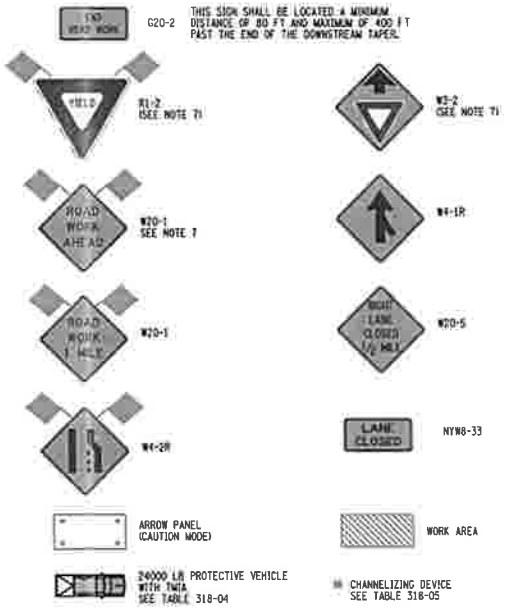


DETAIL 318A: SEE NOTE 4

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
5. MAINLINE MERGING TAPER WITH THE ARROW PANEL AT ITS STARTING POINT SHALL BE LOCATED SUFFICIENTLY IN ADVANCE SO THAT THE ARROW PANEL IS NOT VISIBLE TO DRIVERS ON THE ENTRANCE RAMP, AND SO THAT THE MAINLINE MERGING TRAFFIC FROM THE LANE CLOSURE HAS THE OPPORTUNITY TO STABILIZE BEFORE ENCOUNTERING THE VEHICULAR TRAFFIC MERGING FROM THE RAMP.
6. IF THE RAMP CURVES SHARPLY TO THE RIGHT, WARNING SIGNS LOCATED IN ADVANCE OF THE ENTRANCE TERMINAL SHALL BE PLACED IN PAIRS (ONE ON EACH SIDE OF THE RAMP).
7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSION) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
8. VEH # 3 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR ENTRANCE RAMP
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021 | ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

619-318

Contract No. H62153-13GR

Nassau County DPW

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TABLE 318-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
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TABLE 318-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 318-03: ADVANCE PLACEMENT OF WARNING SIGN

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	ADVANCE PLACEMENT DISTANCE IN FT.
45	930
50	1030
55	1135
60	1280
65	1345

1. BASED ON TABLE NY2C-4 OF NYS SUPPLEMENT TO THE 2009 MUTCD

TABLE 318-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 318-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 318-06: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
NYW8-33	48x24
R1-2	48x48
W3-2	48x48
W4-1R	48x48
W4-2R	48x48
W20-1	48x48
W20-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY SINGLE LANE CLOSURE NEAR ENTRANCE RAMP SHORT TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-318

Contract No. H82153-13GR

Pavement Marking Improvements Rte 17 PIN 0761.27

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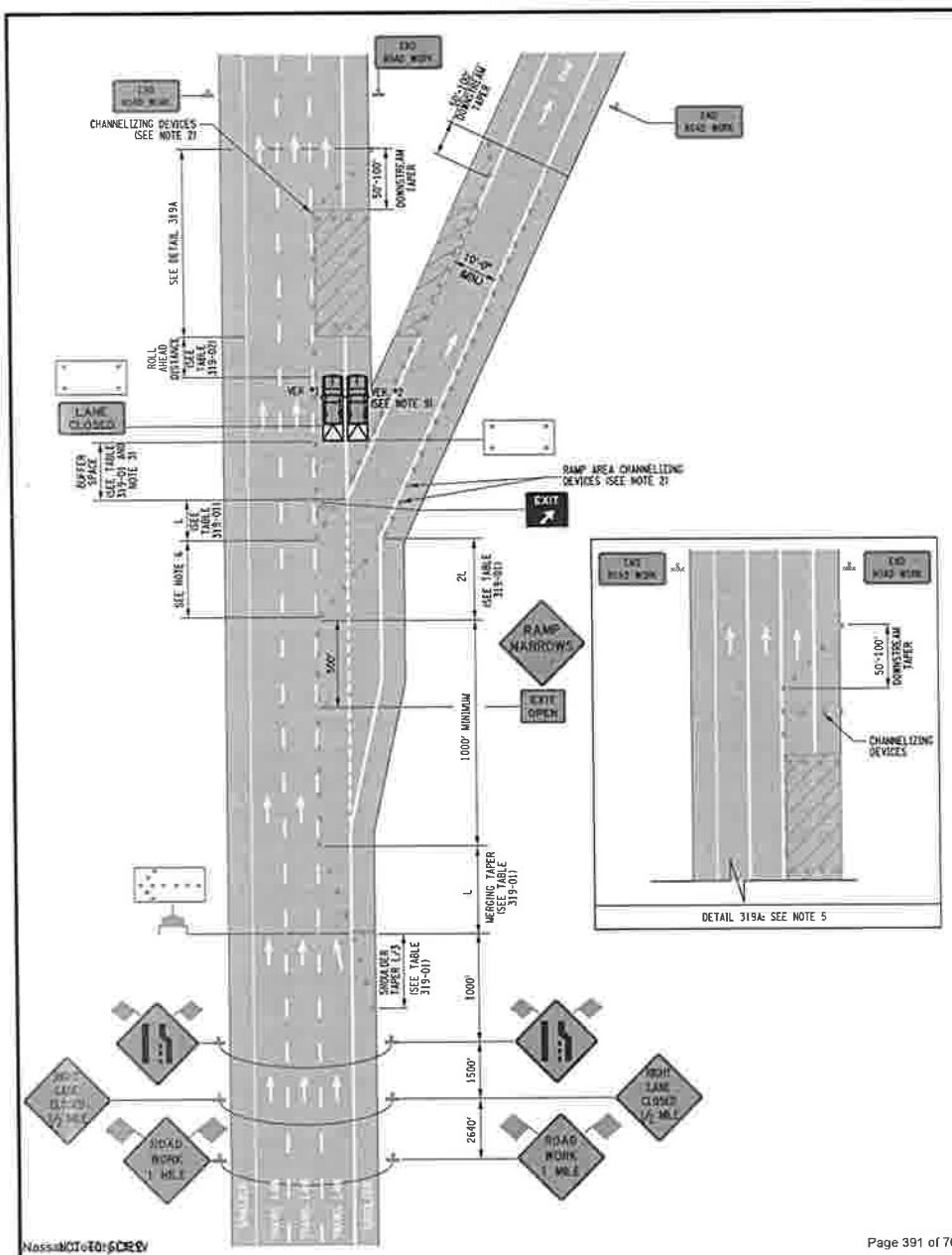
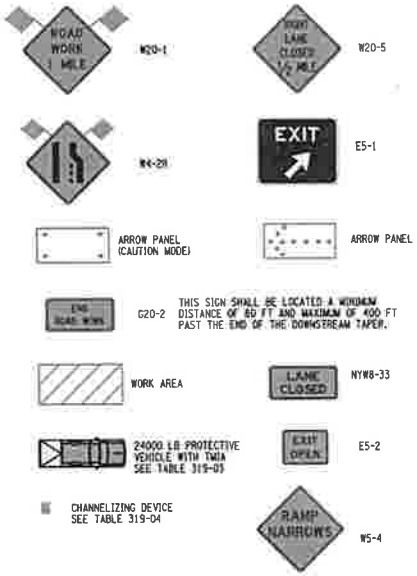
Nassau County DPW



NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. IF WORK ACTIVITY PERMITS, A MOVABLE BARRIER MAY BE USED AND RELOCATED TO THE SHOULDER.
5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
6. THE TEMPORARY RAMP OPENING SHALL MATCH THE OPENING OF THE EXISTING RAMP.
7. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.
8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
9. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY SINGLE LANE CLOSURE NEAR EXIT RAMP SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 3, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-319
ROBERT LIMOGES, PE DIRECTOR, OTSM	Contract No. H621153-13GR

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FILE NAME = 619-319-1.dgn
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USER = oboatwright

TABLE 319-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 319-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 319-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 319-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	0
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	0
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, 0 = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 319-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
E5-1	----	72x60
E5-2	48x36	48x36
G20-2	36x18	48x24
NYWB-33	48x24	48x24
W4-2R	36x36	48x48
W5-4	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR EXIT RAMP
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-319

Contract No. H02153-13GR

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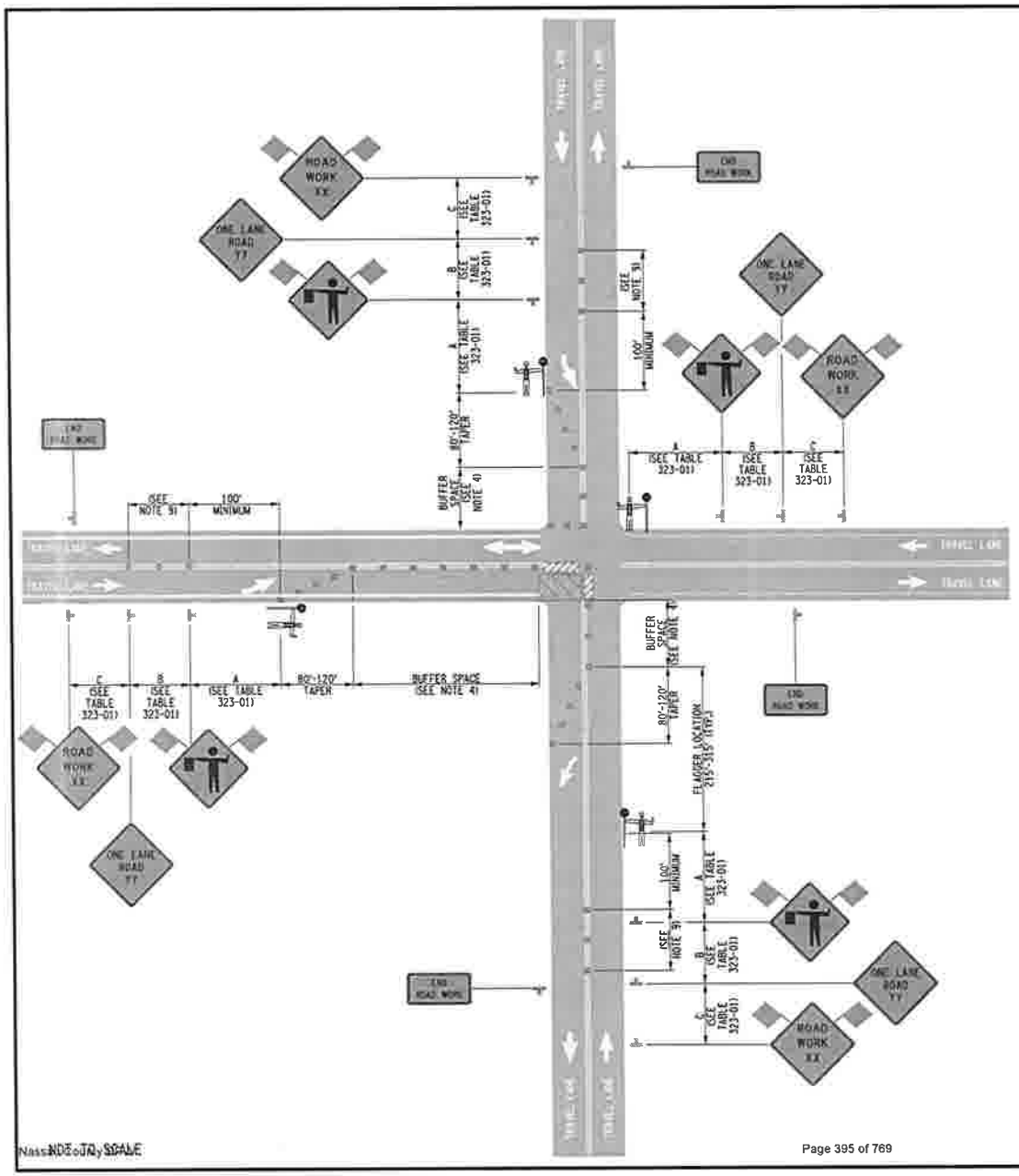

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.
6. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURING.
7. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
8. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.
10. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

END ROAD WORK — G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-7a (SEE NOTE 6)

BE PREPARED TO STOP — W3-4 (SEE NOTE 5)

ROAD WORK XX — W20-1

WORK AREA

FLAGGER

ONE LANE ROAD YY — W20-4 (SEE NOTE 6)

CHANNELIZING DEVICE (SEE TABLE 323-03)

TYPE III BARRICADE

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY FLAGGING OPERATION AT INTERSECTION SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-323

Contract No. H62153-13GR

Raymond Working Improvements Rt 13 PIN 0781.23

NassNDEoJRySSDALE

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TABLE 323-01: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH•)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH•)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH•)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
• PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 323-02: REQUIRED SIGN SIZES•		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18
•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

TABLE 323-03: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
FLAGGING OPERATION AT INTERSECTION
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-323

Contract No. H62153-13GR

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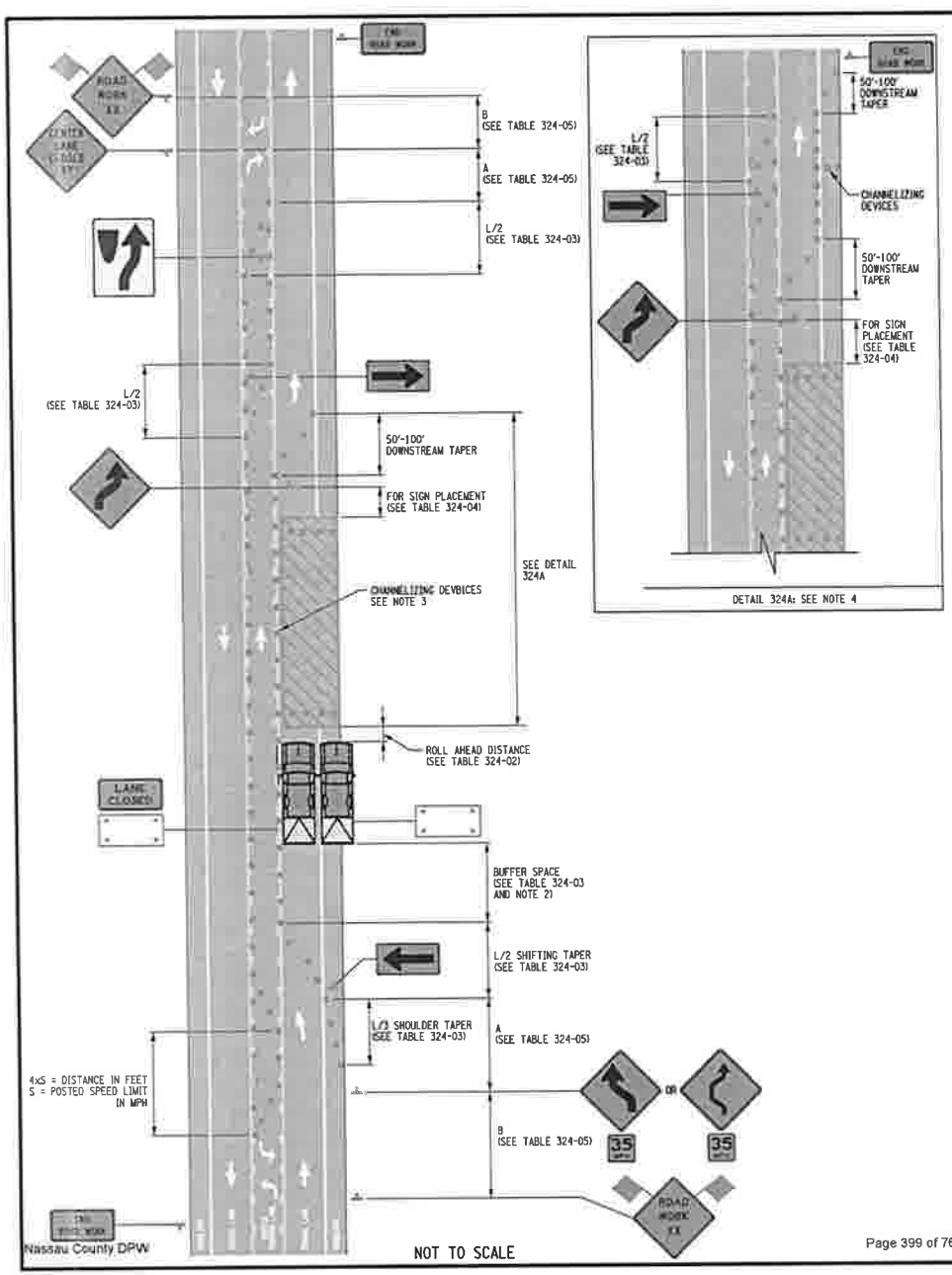

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE, AND 20' IN THE TURN LANE TAPER SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

8. AN ADVISORY SPEED PLAQUE (W13-1) IS RECOMMENDED TO SUPPLEMENT A WARNING SIGN IN ORDER TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRIANTS, AND/OR POOR SIGHT CONDITIONS).

END ROAD WORK — G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

ROAD WORK XX — W20-1 — ARROW PANEL (CAUTION MODE)

LANE CLOSED — NYW8-33

W24-1L (SEE NOTE 6) — R4-7

W1-4L, W1-4R

W1-6L, W1-6R — 24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 324-01

CENTER LANE CLOSED XX FT — W20-5 — WORK AREA

CHANNELIZING DEVICE (SEE TABLE 324-06)

35 — W13-1 (SEE NOT 8)

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-324

Contract No. HI2153-13GR

Pavement Marking Improvements Rt 13 BIN 0761 32

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TABLE 324-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 324-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 324-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 324-04: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85TH-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.) [1]												
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC [2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION [4] CONDITION C: NO SPEED REDUCTION NECESSARY [5]											
		0 [3]	5	10	15	20	25	30	35	40	45	50	55
20	410	115	110	105	90	75	"	"	"	"	"	"	"
25	515	155	160	150	135	120	95	"	"	"	"	"	"
30	620	200	205	195	185	165	140	110	"	"	"	"	"
35	720	250	255	245	235	215	190	160	130	"	"	"	"
40	825	305	320	310	295	280	255	225	190	150	"	"	"
45	930	360	380	370	360	340	315	285	255	210	165	"	"
50	1030	425	455	450	435	415	390	360	330	285	240	185	"
55	1135	495	530	520	505	490	460	435	400	355	315	255	205

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LAND ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT./SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 324-05: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 35 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 324-06: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 324-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
C20-2	36x18	48x24
NYW8-33	48x24	48x24
R4-7	24x30	36x48
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W13-1	36x36	48x48
W20-1	24x24	30x30
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

ROBERT LIMOCES, P.E.
DIRECTOR, OTEM

619-324

Contract No. H#2153-13GR

Pavement Marking Improvements Rt 17 PIN 0761.22

USC SEPTEMBER 01, 2022

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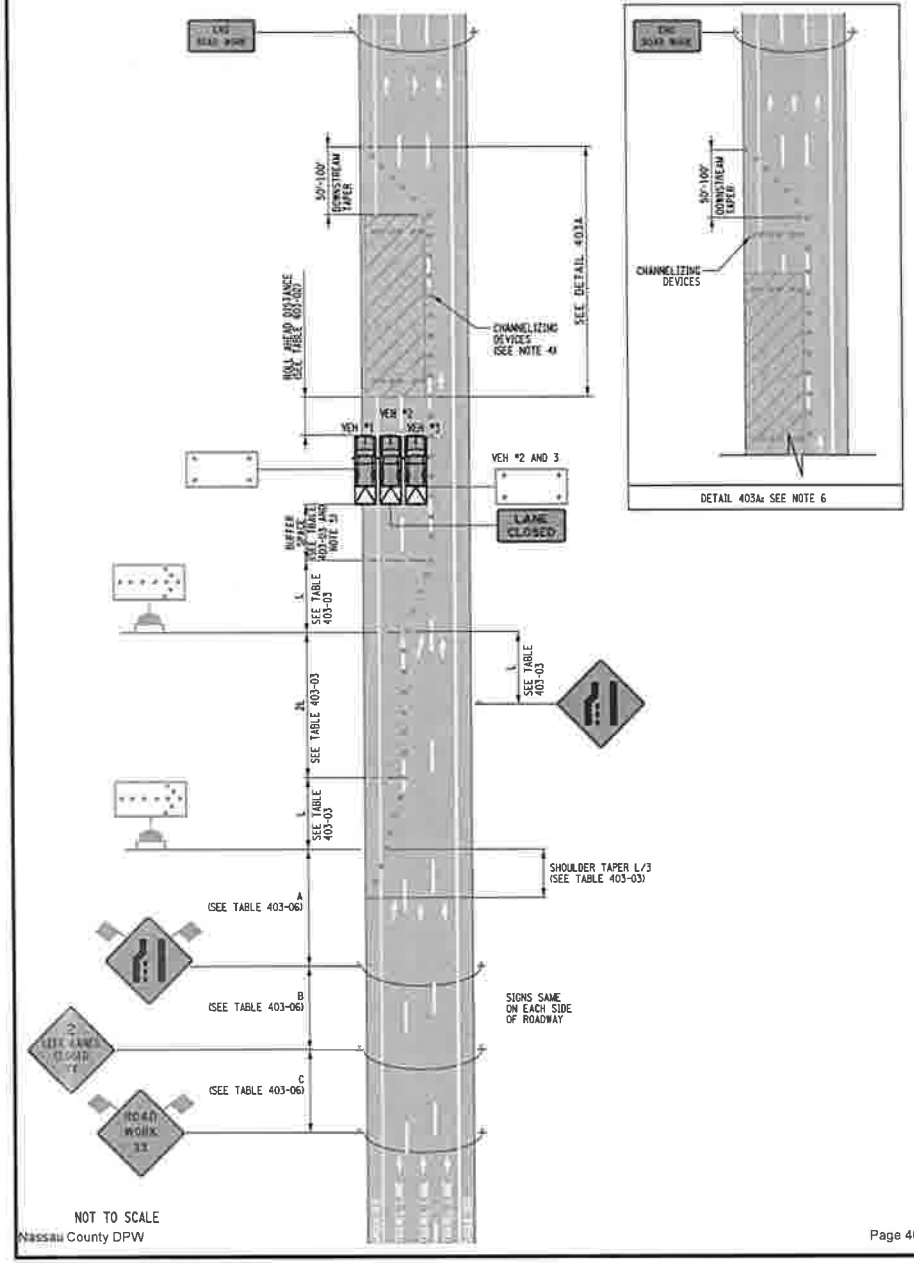
Nassau County DPW



NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. RIGHT LANE CLOSURES ARE SYMMETRICAL TO LEFT LANE CLOSURES. SUBSTITUTE RIGHT TWO LANES CLOSED 1/2 MILE SIGN (W20-5a) AND THE CORRESPONDING LANE ENDS SIGN (W4-2R).
3. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
5. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A, HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

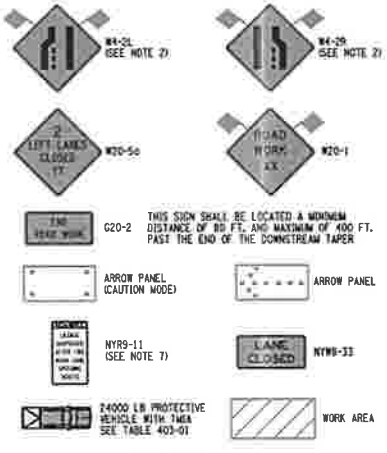
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE DIVIDED ROADWAY AND FREEWAY LEFT (OR RIGHT) TWO LANE CLOSURE INTERMEDIATE TERM (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-403

Contract No. H62153-13GR

Pavement Marking Improvements PIN 0764.23

USC SEPTEMBER 01, 2022

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DATE/TIME = 08-DEC-2021 16:08
USER = woheron

TABLE 403-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 403-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 403-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 403-04: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 4 ON SHEET 1 OF 2.

TABLE 403-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2L	36x36	48x48
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5a	36x36	48x48
NYR9-11	24x42	48x84
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 403-06: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE DIVIDED ROADWAY AND FREEWAY
LEFT (OR RIGHT) TWO LANE CLOSURE
INTERMEDIATE TERM
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-403

Contract No. H62153-13GR

Pavement Marking Improvements PIN 07M1071.23

USC SEPTEMBER 01, 2022

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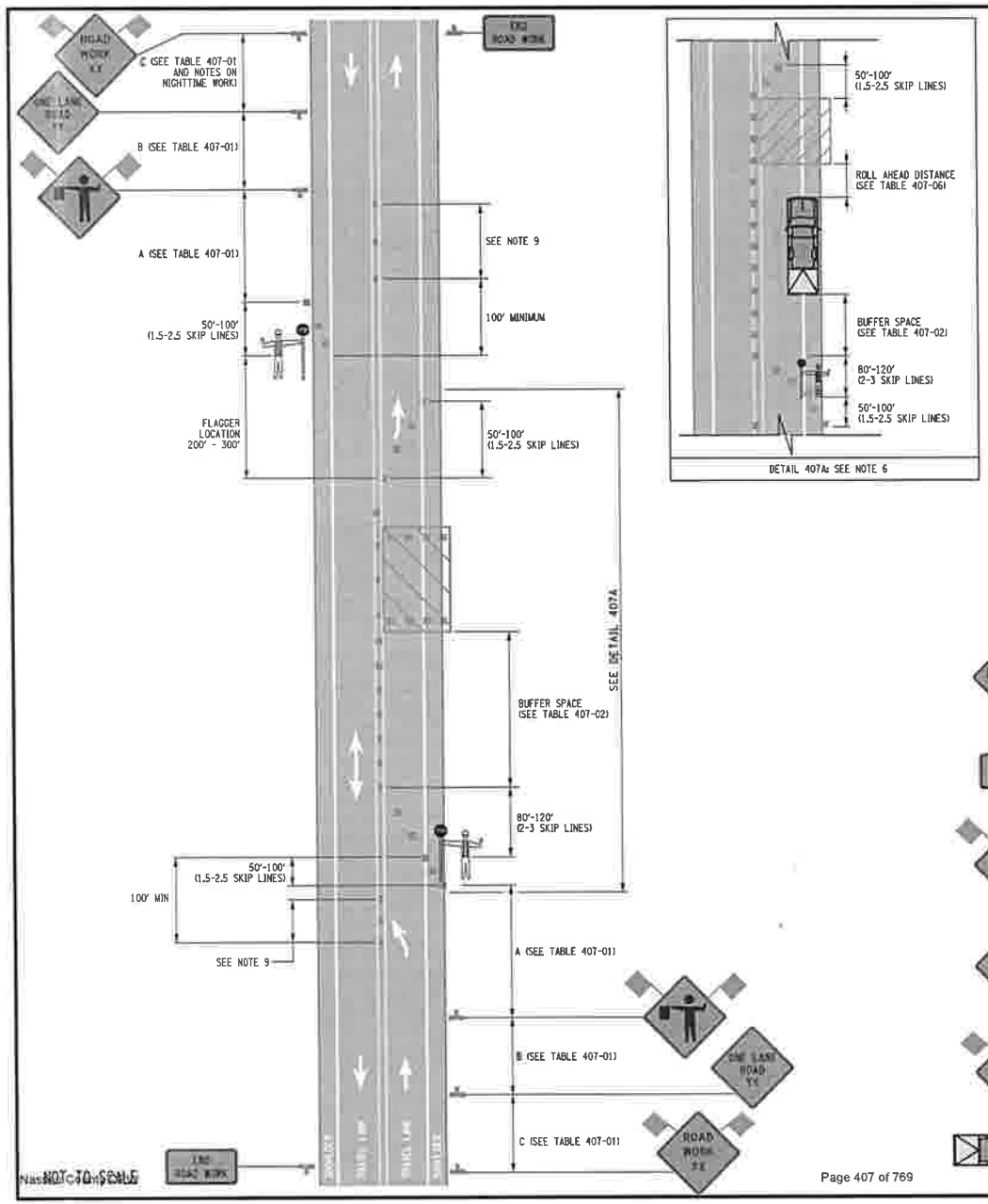
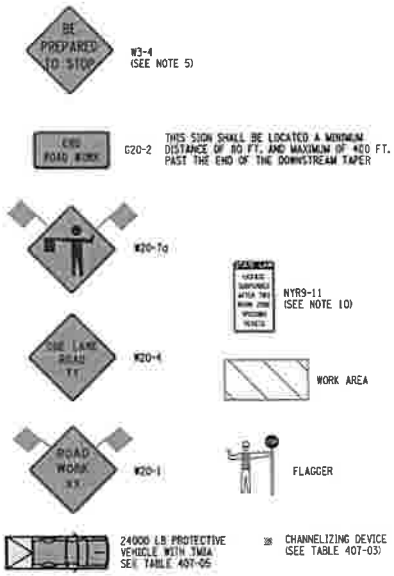


DETAIL 407A: SEE NOTE 6



NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.

6. IF CONDITION WARRANTS, PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA. TO USE PROTECTIVE VEHICLE, BUFFER SPACE SHALL BE PROVIDED ACCORDINGLY, AND THE WHEELS SHALL BE ALIGNED WITH THE LANE STRIPING.

7. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.

8. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.

9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.

10. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS,INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS 9619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS INTERMEDIATE TERM OPERATIONS (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-407

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H02153-13GR

Pavement Rehabilitation on SR 33 BIN 0285 22

USC SEPTEMBER 01, 2022

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TABLE 407-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 407-02: LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES
45	360/9
50	425/11
55	495/13
65	645/16

TABLE 407-03: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	80D FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 407-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 407-05: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 407-06: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS
INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H02153-T3GR

619-407

Pavement Friction Improvements, PIN 0761.22

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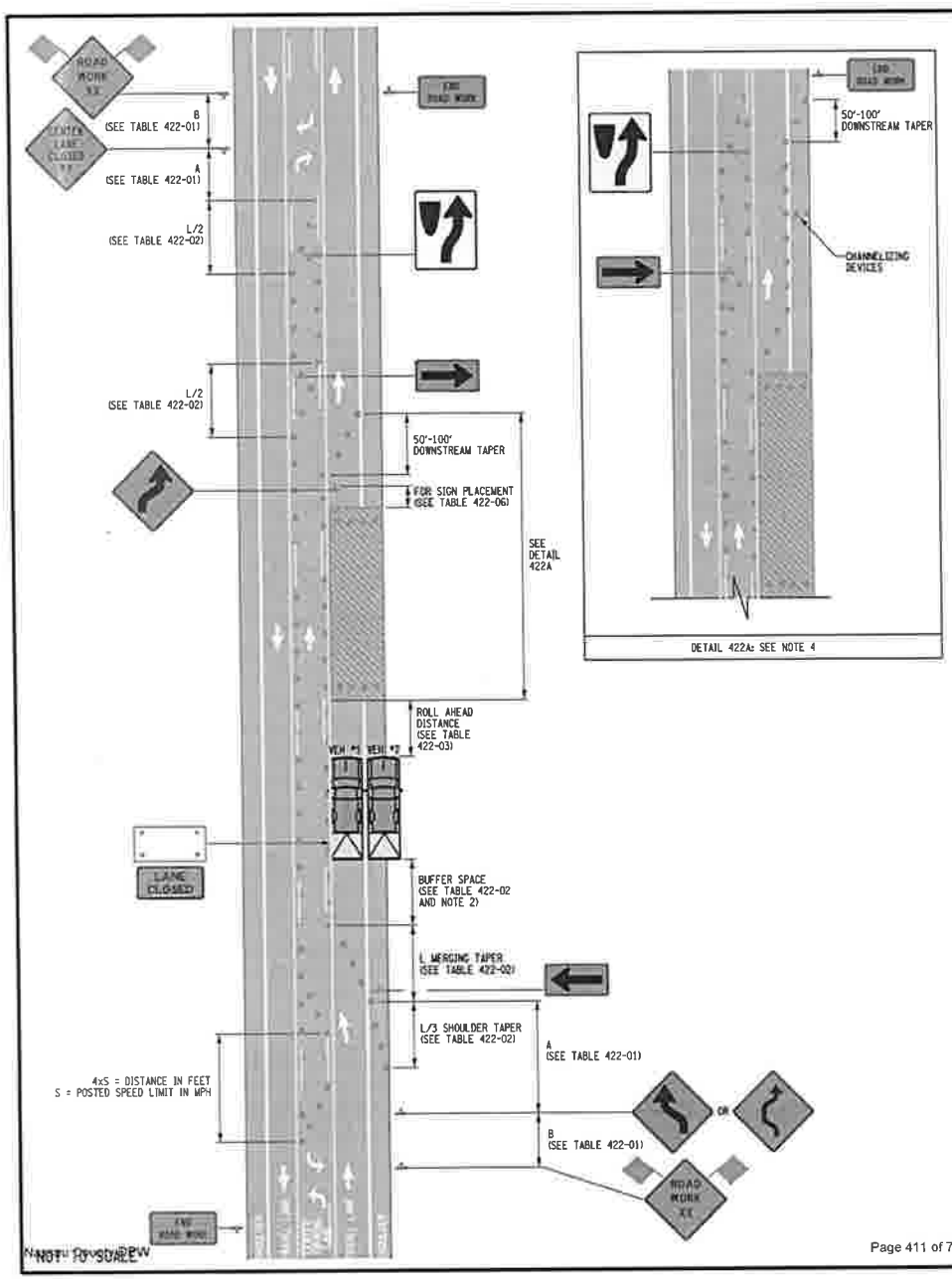

NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE AND THE TURN LANE TAPER SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.

NYR9-11 (SEE NOTE 7)

CHANNELIZING DEVICE (SEE TABLE 422-06)

G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 20 FT. AND MAXIMUM OF 400 FT. PAST THE END OF THE DOWNSTREAM TAPER

W20-1 — R4-7

W24-1L (SEE NOTE 6) — 24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 422-04

W1-4L, W1-4R — WORK AREA

W1-6L, W1-6R — ARROW PANEL (CAUTION MODE)

W20-5 — NYW8-33

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-422

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H52153-13GR

USC SEPTEMBER 01, 2022

FILE NAME = 619-422-1.dgn
DATE/TIME = 08-DEC-2021 15:15
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TABLE 422-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 422-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 422-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 422-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 422-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 422-06: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85TH-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.)[1]													
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC[2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION[4] CONDITION C: NO SPEED REDUCTION NECESSARY[5]												
		0[3]	5	10	15	20	25	30	35	40	45	50	55	
20	410	115	110	105	90	75	"	"	"	"	"	"	"	
25	515	155	160	150	135	120	95	"	"	"	"	"	"	
30	620	200	205	195	185	165	140	110	"	"	"	"	"	
35	720	250	255	245	235	215	190	160	130	"	"	"	"	
40	825	305	320	310	295	280	255	225	190	150	"	"	"	
45	930	360	380	370	360	340	315	285	255	210	165	"	"	
50	1030	425	455	450	435	415	390	360	330	285	240	185	"	
55	1135	495	530	520	505	490	460	435	400	355	315	255	205	

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LAND ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT/SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 422-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYR9-L1	24x42	48x84
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
R4-7	24x30	36x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

619-422

Contract No. H62153-13GR

Pavement Marking Improvements Sh 17 PIN 0761.33

USC SEPTEMBER 01, 2022

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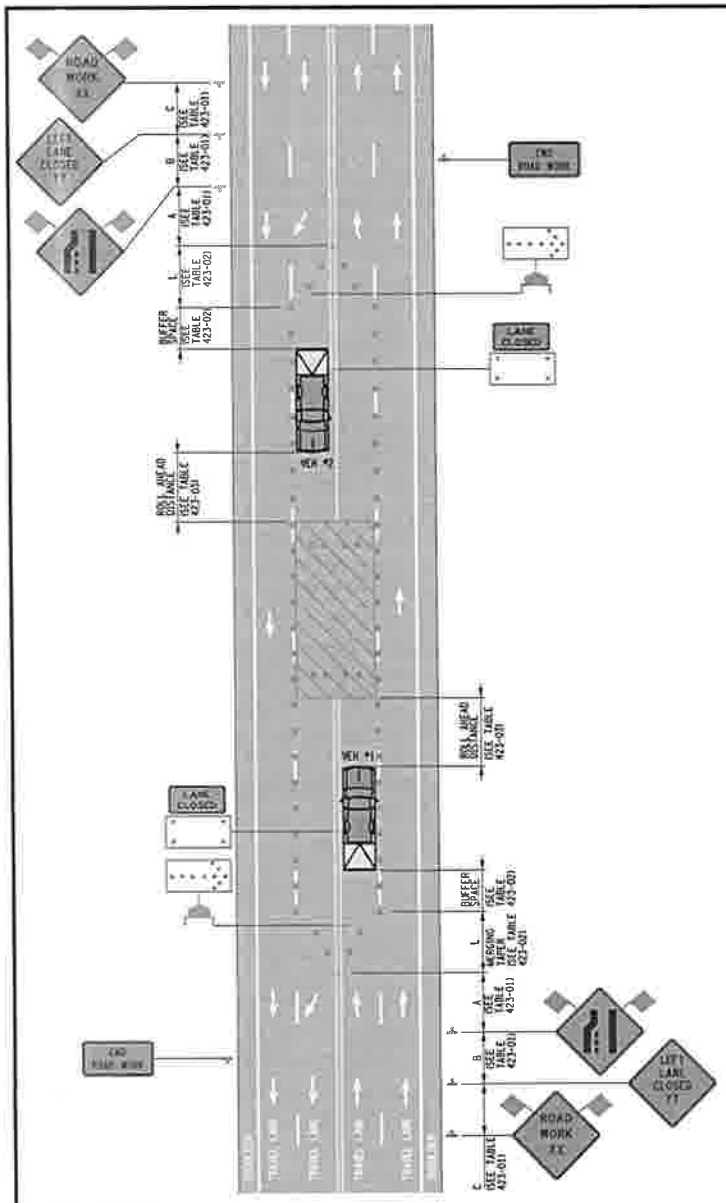
Nassau County DPW



NOT TO SCALE

NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
4. THE PROTECTIVE VEHICLE SHALL BE UNOCCUPIED AND SHALL BE POSITIONED PARALLEL TO TRAFFIC AND HAVE THE WHEELS ALIGNED WITH THE LANE STRIPING. IT MUST BE PLACED IN NEUTRAL WITH THE PARKING BRAKE SET (PARK/ 2ND GEAR FOR ENGINE OFF CONDITIONS).
5. FOR LOW SPEED (< 45 MPH), LOW VOLUME URBAN STREETS, THE W20-5 SIGN MAY BE OMITTED AND THE W20-1 SIGN RELOCATED TO THAT LOCATION.
6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

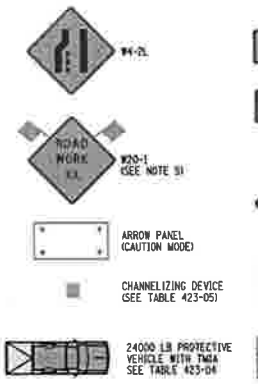
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE TWO-WAY ROADWAY DOUBLE INTERIOR LANE CLOSURE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-423

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H02153-13GR

Pavement Marking Improvements Pr. 13 PIN 0251.23

USC SEPTEMBER 01, 2022

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DATE/TIME = 08/31/2021 15:13
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TABLE 423-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 423-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 423-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 423-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 423-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 423-06: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
W4-2L	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE TWO-WAY ROADWAY DOUBLE INTERIOR LANE CLOSURE INTERMEDIATE TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-423

Contract No. H62153-13GR

Pavement Marking Improvements Rt 13 PIN 8761.22

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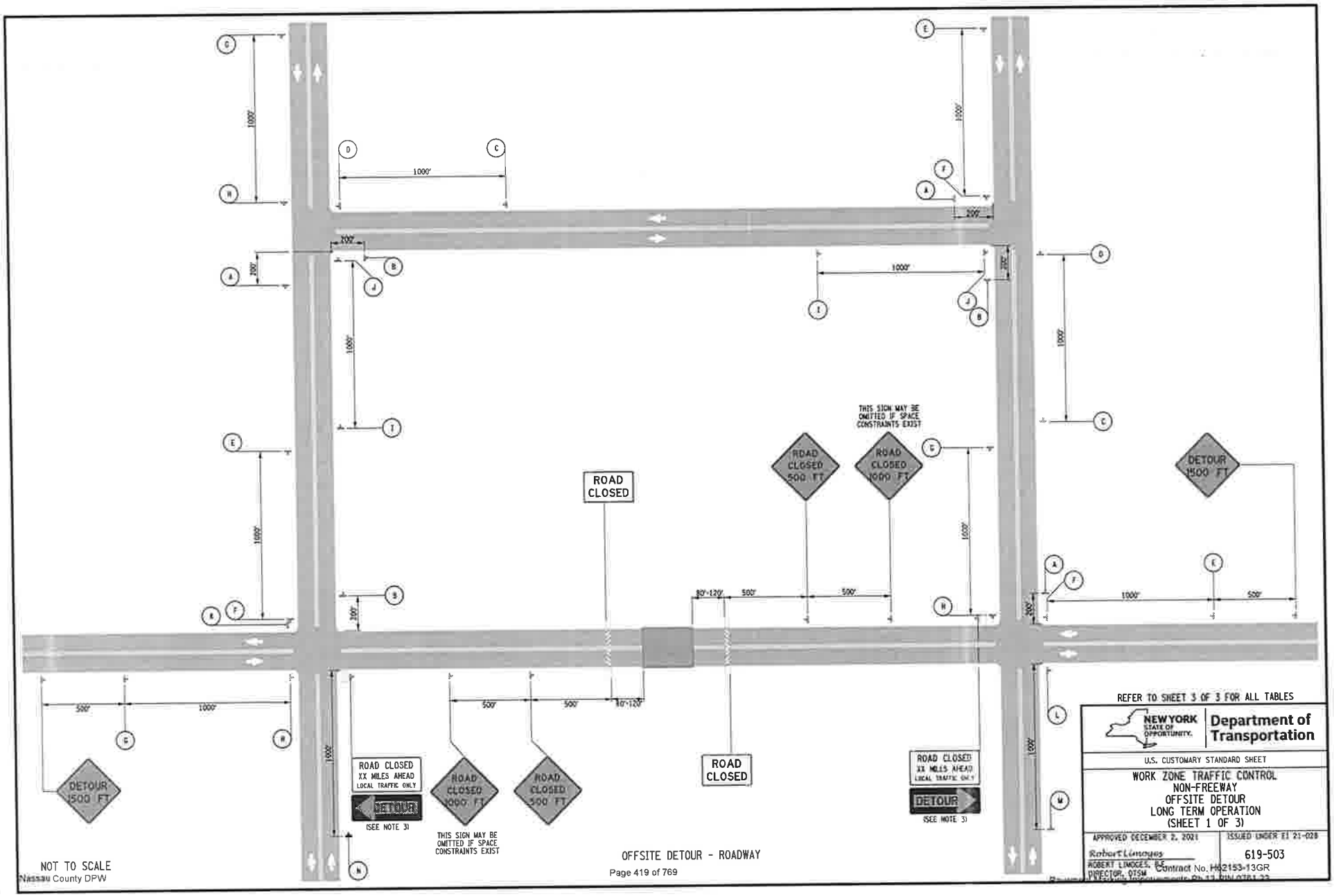

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 1 OF 3)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

619-503

Contract No. H62153-13GR

USC SEPTEMBER 01, 2022

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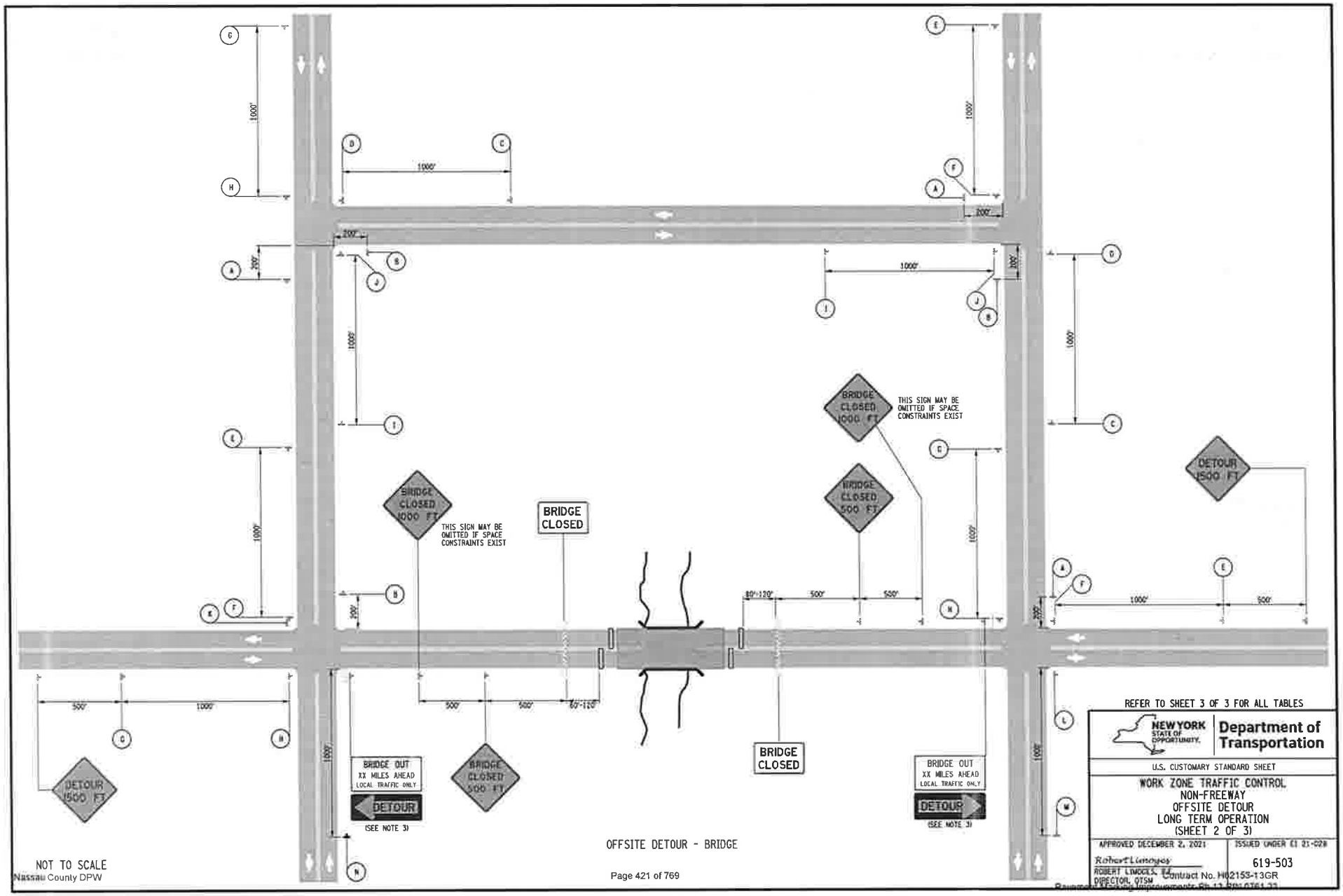

OFFSITE DETOUR - BRIDGE

NOT TO SCALE

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 2 OF 3)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-503

Contract No. H02153-13GR

Nassau County DPW

USC SEPTEMBER 01, 2022

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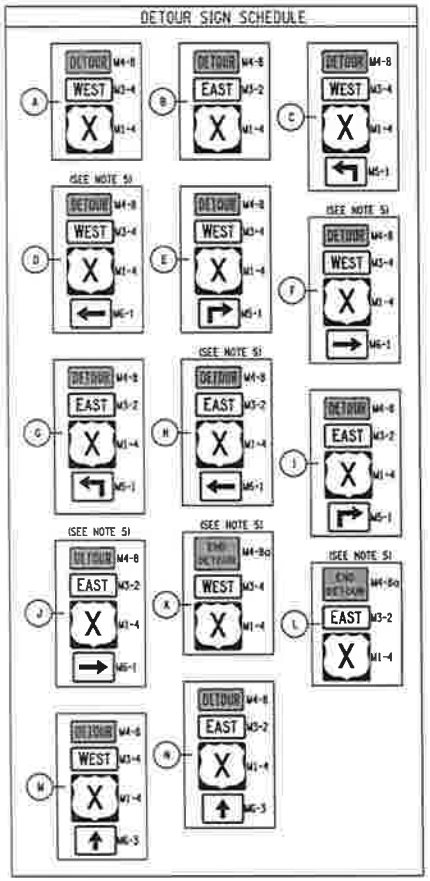

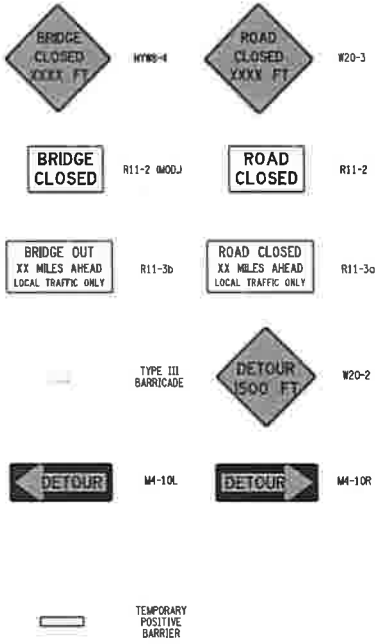

NOTES:

1. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS. THIS SETUP MAY ALSO BE USED FOR A SHORT TERM OFFSITE DETOUR IN WHICH CASE NOTES N1 TO N9 WILL NOT APPLY.

2. CONFIRMATION SIGNING (A) AND (B) SHALL BE REPEATED A MAXIMUM DISTANCE OF EVERY 1/2 MILE.

3. IF THE ROAD IS OPENED FOR SOME DISTANCE BEYOND THE INTERSECTION AND/OR THERE ARE SIGNIFICANT ORIGIN/DESTINATION POINTS BEYOND THE INTERSECTION, THE R11-3a/R11-3b ROAD CLOSED SIGN AND THE M4-10L/R) SIGN ON TYPE III BARRICADES MAY BE LOCATED AT THE EDGE OF THE TRAVELED WAY.

4. ANY EXISTING SIGN, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET ASBE. BLANK COVERS USED TO COVER PORTIONS OF EXISTING SIGNS SHALL BE OF A COLOR AND REFLECTORIZED MATERIAL MATCHING THAT OF THE SIGN BEING PARTIALLY COVERED. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO SIGNS CAUSED BY THE METHODS USED TO TEMPORARILY REMOVE, REPLACE, RELOCATE OR COVER SIGN PANELS OR SIGN TEXT, AT NO ADDITIONAL COST TO THE STATE. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THE CONTACT DOCUMENTS.

5. SIGN GROUPINGS (D), (E), (H), (J), (K), AND (L) SHALL ALWAYS BE POSTED A MAXIMUM OF 50' FROM AN INTERSECTION.

6. FOR LOCAL AND/OR COUNTY ROAD DETOUR SIGNAGE DETAILS REFER TO MUTCD WITH NEW YORK STATE SUPPLEMENT FOR GUIDANCE.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS,INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

TABLE 519-01: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYW8-4	36x36	48x48
M4-10L/M4-10R	48x18	48x18
R11-2	48x30	48x30
R11-3a**/R11-3b**	60x30	60x30
W20-2	36x36	48x48
W20-3	36x36	48x48

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.
**SIGNS NOT FOR FREEWAY USE.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 3 OF 3)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-503

Contract No. H62153-13GR

USC SEPTEMBER 01, 2022

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SUBMITTAL BY LOW BIDDER

THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED TO ALBANY, AS WELL AS NASSAU COUNTY, PRIOR TO CONTRACT AWARD.

THE ATTACHMENTS A AND B SHOULD BE SUBMITTED TO NYSDOT CONSTRUCTION FOR THE AWARD CONCURRENCE REVIEW.

ANY INCOMPLETE SECTIONS WILL RESULT IN THE DOCUMENT BEING RETURNED AND MAY DELAY CONTRACT AWARD.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the New York State VendRep System.**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN	
Address of the Principal Place of Business (street, city, state, zip code)	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 Business Entity Type – Check appropriate box and provide additional information:		
a) ☐ Corporation (including PC)	Date of Incorporation	
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability Partnership	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:		
☐ United States	State	
☐ Other	Country	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally certified Disadvantaged Business Enterprise (DBE)	

1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

Name *(For each person, include middle initial)*	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity

Firm/Company Address
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?	☐ Yes ☐ No

Individual's Name *(Include middle initial)*	Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Affiliate Address
Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?	☐ Yes ☐ No

Individual's Name *(Include middle initial)*	Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY	
3.0 Has the Business Entity completed any construction contracts?	☐ Yes ☐ No
If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc. *If less than ten, include most recent subcontracts on projects up to that number.*	
3.1 Does the Business Entity currently have uncompleted construction contracts?	☐ Yes ☐ No
If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc. *Note: Ongoing projects must be included.*	

IV. INTEGRITY – CONTRACT BIDDING ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?	☐ Yes ☐ No
5.3 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0	Had a revocation or suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0	Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1	Been the subject of: (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No ☐ Yes ☐ No
7.2	Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3	Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4	Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)*	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	

9.4 What is the Business Entity's Bonding Capacity?	
a. Single Project	b. Aggregate (All Projects)
9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:	

1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls. *(This information must be attached.)*		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). *Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*	☐ Yes ☐ No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20___;

_____ Notary Public

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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.						
1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

Nassau County DPW
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Pavement Marking Improvements-Ph 13-PIN 0761.23

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.

6.	**Agency/Owner**		**Award Date**	**Amount**	**Date Completed**
	Contact Person	**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	
7.	**Agency/Owner**		**Award Date**	**Amount**	**Date Completed**
	Contact Person	**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	
8.	**Agency/Owner**		**Award Date**	**Amount**	**Date Completed**
	Contact Person	**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	
9.	**Agency/Owner**		**Award Date**	**Amount**	**Date Completed**
	Contact Person	**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	
10.	**Agency/Owner**		**Award Date**	**Amount**	**Date Completed**
	Contact Person	**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.						
9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

Grand Total All Uncompleted Contracts	$0.00

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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets					
1.	Cash		$		
2.	Accounts receivable – less allowance for doubtful accounts	$			
	Retainers included in accounts receivable				
	Claims included in accounts receivable not yet approved or in litigation				
	Total accounts receivable		$	0.00	
3.	Notes receivable – due within one year		$		
4.	Inventory – materials		$		
5.	Contract costs in excess of billings on uncompleted contracts		$		
6.	Accrued income receivable				
	Interest				
	Other (list)				
	Total accrued income receivable		$	0.00	
7.	Deposits				
	Bid and plan				
	Other (list)				
	Total deposits		$	0.00	
8.	Prepaid expenses				
	Income Taxes				
	Insurance				
	Other (List)				
	Total prepaid expenses		$	0.00	
9.	Other current assets				
	(List)				
	Total other current assets		$	0.00	
10.	Total current assets				$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	Investments				
	Listed securities present market value	$			
	Unlisted securities present value				
	Total investments		$	0.00	
12.	Fixed Assets				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		$	0.00	
	Less: accumulated depreciation		$		
	Total fixed assets net				$ 0.00
13.	Other Assets				
	Loans receivable	officers			
		employees			
		shareholders			
	Cash surrender value of officers' life insurance				
	Organization expense – net of amortization				
	Notes receivable – due after one year				
	Other (list)				
	Total Other Assets		$	0.00	
14.	TOTAL ASSETS				$ 0.00

Nassau County DPW
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Pavement Marking Improvements-Ph 13-PIN 0761.23
Contract No. H62153-13GR

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

	Current Liabilities			
15.	Accounts payable		$	
16.	Loans from shareholders – due within one year			
17.	Notes payable – due within one year			
18.	Mortgage payable – due within one year			
19.	Other payables – due within one year			
	(List)	$		
	Total other payables – due within one year			0.00
20.	Billings in excess of costs and estimated earnings			
21.	Accrued expenses payable	Salaries and wages		
		Employees' benefits		
		Insurance		
		Other		
	Total accrued expenses payable			0.00
22.	Dividends payable			
23.	Income taxes payable	State		
		Federal		
		Other		
	Total income taxes payable			0.00
24.	Total Current Liabilities		$	0.00
25.	Deferred Income Taxes			
	Payable	State		
		Federal		
		Other		
	Total deferred income taxes		$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	Long Term Liabilities				
	Loans from shareholders – due after one year				
	Notes payable – due after one year				
	Mortgage – due after one year				
	Other payables – due after one year				
	(List)				
	Total long term liabilities		$ 0.00		
27.	Other Liabilities				
	(List)				
	Total other liabilities		$ 0.00		
28.	TOTAL LIABILITIES			$	0.00
	NET WORTH				
29.	Net Worth (if proprietorship or partnership)		$		
30.	Stockholders' Equity				
	Common stock issued and outstanding	$			
	Preferred stock issued and outstanding				
	Retained earnings				
	Total		$ 0.00		
	Less: Treasury Stock				
31.	TOTAL STOCKHOLDERS EQUITY			$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$	0.00

AAP 21LLNYS Form Instructions:

Subcontractor/Vendor: Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the Vendor to date.

Retainage or Other Withholding to Date: Enter amount due Vendor that has not been paid due to retainage or other withholding.

Total Payment to Date: Value of payments due to date less retainage or other withholding.

Comments: Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representative of the Contractor must sign and date.

Signatures on Final Report: An authorized representative of both the Contractor and Vendor must sign and date.

Notarization: On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

Contractor Report of Contract Payments

Final Report ☐ Yes ☐ No	PIN / Contract Number	County	Report Date

Contractor Name and Address	Subcontractor/Vendor Name and Address
	☐ Check if firm is CERTIFIED MWBE
Contractor Federal Identification Number	**Subcontractor/Vendor Federal Identification Number**

Total Payments Due to Date:
- Retainage or Other Withholding to Date:

Total Payments to Date:

Project Sponsor Name and Address

Comments

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

FINAL PAYMENT CERTIFICATION

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
(For Contractor)

FINAL PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
(For Subcontractor/Vendor)

Notarization for Final AAP 21LL NYS

Sworn to me this _____

Day of _____

_____
Notary Public

Sworn to me this _____

Day of _____

_____
Notary Public

If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.

Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.

AAP 21LLNYS Form Instructions:

Subcontractor/Vendor: Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the Vendor to date.

Retainage or Other Withholding to Date: Enter amount due Vendor that has not been paid due to retainage or other withholding.

Total Payment to Date: Value of payments due to date less retainage or other withholding.

Comments: Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representative of the Contractor must sign and date.

Signatures on Final Report: An authorized representative of both the Contractor and Vendor must sign and date.

Notarization: On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

AAP 21LL NYS (08/11)

Contractor Report of Contract Payments

Final Report ☐ Yes ☐ No	PIN / Contract Number	County	Report Date

Contractor Name and Address	Subcontractor/Vendor Name and Address
	☐ Check if firm is CERTIFIED MWBE
Contractor Federal Identification Number	**Subcontractor/Vendor Federal Identification Number**

Total Payments Due to Date:
- Retainage or Other Withholding to Date:

Total Payments to Date:

Project Sponsor Name and Address

Comments

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

FINAL PAYMENT CERTIFICATION

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
(For Contractor)

FINAL PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
(For Subcontractor/Vendor)

Notarization for Final AAP 21LL NYS

Sworn to me this _____

Day of _____

_____
Notary Public

Sworn to me this _____

Day of _____

_____
Notary Public

If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.

Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.

LPM

CHAPTER 12

CONSTRUCTION CONTRACT REQUIREMENTS

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NOTE: This Chapter has associated appendices and forms at:
https://www.dot.ny.gov/plafap

The web addresses for hyperlink words referenced throughout this Chapter (except LPM Chapter links) are on the last page under REFERENCE.

Appendices

Appendix

12-1 CONSTRUCTION CONTRACT REQUIREMENTS

12-2 ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

12-3 CONSTRUCTION MANAGEMENT PLAN

12-4 PUBLIC INTEREST FINDING, INSTRUCTIONS, SAMPLE LETTER

12-5 TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATE LETTER

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12-8 NYSDOT SHELF NOTES

12-9 CERTIFICATION FOR PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

12-10 DBE COMMITMENT (Prior Appendix 14-9)

12.1 INTRODUCTION

This Chapter describes the requirements that apply to construction contracts advertised, bid, and awarded by Sponsors. The requirements are from the United States Code of Federal Regulations (CFR), specifically Title 23, Highways, and Title 49, Transportation. Sponsors must adhere to the requirements of both CFR Titles 23 and 49 when using federal funds. Chapter 3 of the Local Projects Manual (LPM) provides additional information on the Federal Highway Administration (FHWA) funded programs and eligibility.

12.2 PROJECT MANAGEMENT

12.2.1 Construction Management Plan (CMP)

As stated in Chapter 2 of the LPM, NYSDOT requires all Sponsors to have a written Construction Management Plan (CMP) detailing how the construction contract will be administered. The plan describes how the Sponsor plans to provide adequate supervision and inspection, including materials inspection and acceptance, and independent quality assurance to ensure projects are completed in conformance with the approved plans and specifications.

The CMP is part of the overall Project Management Plan (PMP) (see Chapter 2). Title ***23 CFR 635.105(c)(4)*** requires a Sponsor to provide a full-time employee to be in responsible charge of the project even if using consultants to provide engineering and construction inspection services or project management. This full-time employee is referred to as the Project Manager (PM). The PM reports to the Responsible Local Official (RLO), who has ultimate oversight and responsibility for the project.

The PM and the RLO may be the same individual if the RLO has project management experience. However, since each Sponsor has different resources and each construction project is different, the minimum requirements to be included in each CMP are noted in Appendix 12-3.

If the CMP is not approved before letting, between contract letting and contract award, the Sponsor's PM, Engineer-in-Charge (EIC), Inspector(s), and the Regional Local Projects Liaison (RLPL) shall meet to modify the CMP to include information initially not available to the Sponsor.

The CMP should be updated to include a list of individuals involved, their qualifications, responsibilities, and supervision hierarchy. The CMP may be modified by agreement between the contractual parties as necessary due to personnel changes, changed conditions, scope changes, schedule changes, or other reasons. See Appendix 12-3 for the CMP template. NYSDOT must approve the CMP before contract award.

12.2.2 Combination of Two or More Projects for Bidding Purposes

Title ***23 CFR 635.111*** permits two or more federal-aid and state-aid financed projects to be tied (combined) for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. All proposals submitted for tied projects must contain separate engineering shares for each project. Typically, the combination of projects is predetermined at the beginning of the project, with inclusion in the Project Management Plan. Care should be taken in determining the combination of the projects so that one will not delay the progress of the other (e.g., environmental issues, right-of-way concerns, schedule, funding availability). The Sponsor will coordinate the combination of two or more projects with the RLPL.

12.2.3 Bundling of Projects

Projects can be bundled for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. Bundled projects must have an independent utility with an independent logical termini and do not rely on each other to be completed. This bundling is typically determined and combined as a single contract package at PS&E. In the event that a bundled project includes both a federal-aid funded project and a state-aid funded project, the entire bundled project will need to meet federal contract requirements, which include compliance with Buy America, DBE, and Federal Prevailing Wage Rates. NEPA re-evaluation prior to construction authorization will only be required on the federally funded projects included.

All proposals submitted must contain separate bid prices for each project. It will be vital to track the expenses to the separate engineering shares to ensure no federal funds are expended on any of the state-funded projects included. Reimbursement requests will need to be submitted clearly separating the items for each project/engineering share (including lump sum items.) If federal aid is expended on a state-funded project, then that project would need to be in compliance with all federal regulations, including NEPA.

12.3 CONTRACTOR'S BID PROPOSAL PACKAGE CONTENTS

Sponsors can begin preparing the Contractor's Bid Proposal Package as soon as they have received federal authorization for Detailed Design. This section addresses the major topics covered in the Contractor's Bid Proposal Package. Sponsors must ensure that they use the most recent version of Appendices 12-1 and 12-1A and that the package is organized sequentially. Appendix 12-7, Proposal Title Page, Table of Contents, and Project Title Sheet should be included. Appropriate Shelf Notes to be added can be obtained from the RLPL. See Appendix 12-8 for a list.

The contract plans (if applicable), specifications, and estimate (PS&E) are the outcome of the design stage. It is a summary of the final design information necessary for contract advertisement.

- **For contracts off the State Highway System or National Highway System (NHS)** - The Sponsor must document in writing to the RLPL that all requirements and appropriate appendices were included in the contract bid documents.
- **For contracts on the State Highway System or NHS** - Contract bid documents must be submitted to the RLPL for a completeness review and approval by the Regional Director (RD) and/or FHWA prior to contract advertisement.
- See Project Development Manual (PDM) Exhibit 4-2 and Exhibit 4-3 for approval requirements.

The Contract Bid Document Transmittal Letter (see Appendix 12-5) is used to transmit to NYSDOT all required documents and information necessary to progress the project to the construction phase. The Sponsor provides the completed Contract Bid Documents – Plans, Specifications, and Estimate (PS&E) Checklist (see Appendix 12-6) and PS&E Certification (Appendix 12-9) to NYSDOT for review. It is recommended that the documentation associated with NEPA Re-Evaluation also be submitted with the Contract Bid Documents. Refer to Appendix 11 of the PDM.

Appendix 12-2 Additional Construction Contract Requirements must be included in their entirety in all federally aided construction contract bid proposals that do not use NYSDOT Standard Specifications. See LPM Chapter 9 Section 9.3 Construction Specifications for additional information.

12.3.1 Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements

Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements, contain sworn written statements from the contractor to the Sponsor regarding conditions set by the Sponsor. Appendices 12-1 and 12-1A, in their entirety, must be included in all construction contract bid proposals. By signing the Combined Certification Form of Appendix 12-1A, the contractor certifies that the contents are true.

12.3.1.1 Non-Collusive Bidding and Other Certifications

Collusion is defined as any activity that artificially affects prices when bidding on a contract or activity that restricts competition among bidders or potential bidders by exchanging or sharing information with firms presumed to be competing for the same contract. Title ***23 CFR 635.112(f)***; ***New York State Finance Law (SFL) Article 9, §139-d*** and ***General Municipal Law (GML) Article 5A, §103-d*** require non-collusive bidding and other certifications in all construction contracts. The above laws require bidders to certify that the bid submitted was arrived at without resorting to any collusive bidding practices.

Additionally, federal law requires bidders to certify that they are eligible to compete for contracts under federal regulations and are not under the sanction of any federal agency, nor are any sanctions pending against the firm or owner of the firm. Title ***2 CFR 1200*** also requires the bidder to certify that they have not been subject to legal action regarding fraud or misconduct.

A sample signature page (see Appendix 12-1A, Non-Collusive Bidding Certifications) allows for one signature to provide multiple certifications. NYSDOT recommends using this form to simplify signing for various certifications for the same contract.

12.3.1.2 Report of Violations of Non-Collusive Bidding or Other Prohibited Contract Activities

The laws noted in the **Non-Collusive Bidding Requirements** section encourage any person with knowledge of collusive bidding or other misconduct by others to report possible violations to the appropriate federal and/or state authorities. Reporting Violations of Non-Collusive Bidding Procedures Misconduct or Other Prohibited Contract Activities provides information on how to report such activities; and must be submitted with all federal-aid construction contracts.

12.3.1.3 Certification for Federal-Aid Contracts: Lobbying Disclosure

Title ***23 CFR 635.112(g)*** requires contractors or firms intending to conduct business with the federal government or participate in contracts funded with federal aid to disclose all lobbying activities.

12.3.1.4 Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273)

All federal aid highway contracts are bound by various federal laws, rules, regulations, and presidential executive orders. These requirements address issues such as:

- General contract administration,
- Non-discrimination,
- Non-segregated facilities,
- Payment of predetermined minimum wage,
- Statements and payrolls,
- Records of materials,
- Supplies and labor,
- Subletting and assigning of the contracts,
- Safety and accident prevention,

- False statements concerning highway projects,
- Clean air and water pollution control,
- Contractor lobbying activities; and
- Other aspects of the contract and/or contractor responsibilities.

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts includes detailed descriptions and explanations of these requirements and must be included verbatim in all federal aid highway contract packages (see Appendix 12-1).

12.3.1.5 Offer Disclosure of Prior Non-Responsibility Determinations

As part of the Contractor's Bid Proposal Package, ***SFL Article 9***, ***§139j*** and ***139k*** require contractors to complete the Offerors Disclosure of Prior Non-Responsibility Determinations form affirming that all information provided to the Sponsor is complete, true, and accurate. The form must be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

12.3.1.6 Contract Bonds

GML Article 5A, §103-f, and ***Standard Specifications 103-03*** require the contractor to provide the Sponsor with a Faithful Performance Bond and a Labor and Material Bond from a Surety Company. The contractor shall procure and deliver bonds to the Sponsor and maintain them at their own expense and without expense to the Sponsor until final contract acceptance by the Sponsor. See the Standards Specifications noted for additional information.

12.3.1.7 Bid Deposit

Bidders must submit a bid bond with each proposal for a federally aided contract. The bid bond guarantees that the bidder will enter a contract with the Sponsor for work if a Sponsor accepts a bidder's proposal. Each proposal shall be accompanied by a certified check or a bank cashier's check for a specified amount payable to the Sponsor (see NYSDOT's ***Standard Specifications 102-06*** and ***GML***, ***Article 5A, §102***). Bid deposits will be returned within 30 days after award to non-awarded bidders.

12.3.2 Civil Rights Requirements

12.3.2.1 Disadvantaged Business Enterprise (DBE) Participation

Under ***49 CFR 26***, the Sponsor will ensure that the contract includes a Disadvantaged Business Enterprise (DBE) participation goal in accordance with NYSDOT's current DBE Plan. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. When a construction contract is funded wholly or partially with federal funds, only a DBE goal is assigned to the contract; no other State or local business enterprise goals (no M/WBE goal) can be assigned. The DBE Goal Setting Procedures (Local Program) on the NYSDOT Office of Diversity and Opportunity website linked below detail how a DBE Goal is to be set on local projects. As referenced in the procedures, to set the DBE goal, Sponsors will use the table of Construction Contract Groups, Multi-Regional (Market Area) Map, and the Baseline DBE Goal Selection Chart in the Goal Setting Tools. These forms and instructions are found on NYSDOT's Office of Diversity and Opportunity website.

12.3.2.1.1 Instructions to Bidders Regarding DBE Participation

NYSDOT Standard Specification Section 102-12 (Participation Pre-Award Package), participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and commitment amount. See Appendix 12-10 DBE Commitment (previously Appendix 14-9) to assist the Sponsor in collecting the information from proposed bidders.

12.3.2.2 Minority and Women-Owned Business Enterprises (M/WBE) and Service-Disabled Veteran-Owned Business (SDVOB) Programs

All contracts entered into by the Sponsor that is wholly funded with state funds must be assessed to determine appropriate M/WBE and SDVOB goals. For detailed information on M/WBE and SDVOB goal setting, see LPM Chapter 19 Appendix 19-1 and 19-5.

12.3.2.3 Equal Employment Opportunity (EEO) Requirements

Per Title ***41 CFR 60*** and ***23 CFR 230***, the Sponsor will ensure contracts with an Engineer's Estimate of $10,000 or more include EEO workforce utilization goals. Their contractor shall not discriminate against any employee or applicant for employment. EEO utilization refers to workforce makeup, including women and minorities. The contract goal for minorities varies; it is dependent upon the county or counties in which the work is located. The female EEO participation goal is 6.9% throughout the State of New York. EEO requirements apply to prime contractors and their subcontractors. See Appendix 12-1.

12.3.2.4 Civil Rights Monitoring and Reporting

All civil rights reporting is to be performed utilizing NYSDOT's approved civil rights reporting software, EBO (Equitable Business Opportunities Solution). Sponsors must submit an EBO access form to the RLPL with their contract bid. Information concerning EBO is found online at https://www.dot.ny.gov/dotapp/ebo. Sponsors should contact their RLPL for additional assistance with EBO.

12.3.2.5 Title VI Assurances

The Title VI Assurances contained in *APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)* must be physically inserted into all federal aid contracts and subcontracts. Therefore, it may not be included by reference.

12.3.3 Other Requirements

12.3.3.1 Authority Delegation

Locally administered federal aid transportation projects will use the current NYSDOT Standard Specifications detailed in LPM Chapter 9 Section 9.3. Modifications to the specifications will require written approval from NYSDOT. See Chapter 9, Section 9.3.3 for more information on special specifications.

NYSDOT Standard Specifications refer to NYSDOT employees (Chief Engineer, Deputy Chief Engineer Structures, etc.) and functional units (Structures, Traffic, and Safety, etc.) to provide for approvals or to perform functions. Sponsors may or may not have access to these resources. Depending on NYSDOT's level of oversight and/or capacity to perform the work, functional unit

actions identified in NYSDOT specifications may need to be performed by contract. For example, subsurface exploration would be performed by an approved Geotechnical Consultant if NYSDOT's Geotechnical Engineering Bureau does not have the capacity for the necessary work. Costs and confirmation of availability must be identified in Schedule A of the State Local Agreement before scheduling NYSDOT technical services.

Approval authority is delegated to the Responsible Local Official (RLO) by Municipal Resolution attached to the State-Local Agreement. If the RLO is not a Licensed Professional Engineer, the RLO will recommend the plans, specifications, and estimate based on certification provided by a Licensed Professional. These delegated authorities, approvals, and functional unit actions or subcontracting shall be approved by the RLPL and documented in the Project Management Plan and the Construction Management Plan.

12.3.3.2 Insurance Provisions

The following insurance provisions are required when contractors, subcontractors, and their suppliers intend to conduct business in New York State:

- Workers' Compensation
- Disability Insurance
- Commercial General Liability Insurance
- Commercial Automobile
- Umbrella or Excess Liability
- Special Protective and Highway Liability

Sponsors may require other insurances, depending on the work being performed, including Professional Liability/Errors and Omissions, Railroad Protective, Marine Protection and Indemnity, Pollution Liability, and Builder's Risk.

All required insurance policies, except worker's compensation and professional liability, shall be endorsed to provide coverage to "The Sponsor, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants working for or on the project, and their agents or employees." See NYSDOT's ***Standard Specifications 107-06*** for more details.

12.3.3.3 Prevailing Wage Rates, Use of Convict Labor and Materials

Federal and state contracts must include requirements regarding prevailing wage rates, various employment practices, and the use of convict-produced materials (see NYSDOT ***Standard Specifications 102-10***).

Federal wage rates must be obtained online from the official federal contracting Wage Determinations Online website. The federal wage rates must be physically inserted into the contract proposal. The federal wage rates must be updated by addendum within 10 days or more before the letting,

New York State prevailing wage rates can be found online at the New York State Department of Labor's website. A Prevailing Rate Case number (PRC) will be issued. If the same request is submitted multiple times, the Sponsor will be assigned a different PRC each time for the same project. Only the first four pages of the most current state wage rates, including the PRC number, need to be included in the proposal. Contractors are obligated to pay the higher of the two as both are stated as minimum rates.

12.3.3.4 Buy America Requirements and Waivers

Title ***23 CFR 635.410, 23 USC 313, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL)*** require all bidders for federal aid contracts to submit bids based on furnishing domestic materials per Standard Specifications 106-11 *Buy America*. The contract will be awarded to the bidder who submits the lowest total bid based on the Buy America requirements as detailed in Standard Specifications 106-11 *Buy America*. This includes any federal aid in any project phase regardless of whether federal aid will be applied to construction. Buy America also applies to general utility installations and municipal utilities if federal funds are involved in any project phase.

At the request of the Sponsor, NYSDOT may request from FHWA a waiver of the provisions of this section if it meets the waiver requirements as noted in Standard Specifications 106-11 *Buy America*. The submittal of a waiver request requires an extensive review and approval by FHWA and does not guarantee that a waiver will be granted.

A Sponsor may use the alternative bidding procedure to justify the use of foreign materials without requesting a waiver. Under this procedure, the total project is bid with two alternatives: one which is based on foreign source materials while the second alternative requires domestic materials. All bidders must submit a bid using domestic source materials and have the option of submitting a bid using foreign source materials. The use of foreign products is justified if the lowest total bid with domestic products is at least 25 percent more than the lowest bid with foreign source products. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for items with domestic materials detailed in Standard Specifications 106-11 *Buy America*.

12.3.3.5 Changed Conditions and Disputed Work Provisions

Title ***23 CFR 635.109***, "Standardized Changed Conditions Clauses," requires all FHWA funded contracts let by NYS agencies, municipalities, and/or public authorities to provide processes for equitable contract adjustments and contract disputes. Title ***23 CFR 635.109*** also contains three contract clauses (found in NYSDOT's ***Standard Specifications 104-03, Standard Specifications 104-04, and Standard Specifications 104-05***) which must be included verbatim in each federal aid construction contract. These clauses are included in all federally funded local projects by reference to the NYSDOT Standard Specifications.

12.3.3.6 Retainage Provisions

SFL Article 9, §139-f, and ***GML Article 5-A, §106-b*** does not require NYSDOT and Sponsors to hold retainage from contractors or permit the contractor to withhold retainage except for work not completed on NYSDOT administered contracts. Therefore, the limits on retainage as provided in **GML Article 5-A, §106-b** cannot be applied by the Sponsor. In accordance with Standard Specification 109-07 Prompt Payment, the Sponsor must ensure that the Contractor does not hold any. See LPM Chapter 5.3.1.4 Retainage Policy.

12.3.3.7 Prompt Payment Provisions

GML Article 5-A, §106-b, and ***SFL Article 9, §139-f*** require the contractor to pay their subcontractors and suppliers within seven (7) calendar days of receipt of payment from the Sponsor and provide for interest on late payments for all public works contracts. See LPM Chapter 5.3.1.3 Prompt Payment Policy. The prime contractor's date of payment to subcontractors is the date that payment is sent to the subcontractors; this date is recorded in EBO. Subcontractors are required to acknowledge these payments in EBO promptly. Contract provisions stating any other payment

schedule will not be allowed; contracts cannot supersede State Finance Law. In accordance with Standard Specification 109-07 Prompt Payment, the Contractor will not withhold payment to subcontractors or DBE/MBE/WEB/SDVOB's due to disputes about the quantity of work performed. See Construction Administration Manual (MURK Part 1A) for additional information.

12.4 MISCELLANEOUS REQUIREMENTS

12.4.1 Residency and Other Requirements

Title ***23 CFR 635.110(b)*** prohibits the Sponsor from imposing unusual contract specifications, including requirements for an award or submitting a bid, such as residency requirements or geographical or other restrictions, which tend to restrict competition. Such requirements cannot be part of the solicitation for bids or the bid proposal package nor appear in any advertisement for bids.

12.4.2 Specialized Experience Requirements

The special requirements for determining the lowest responsible bidder should be clear, reasonable, and consistent with standard industry practices. For instance, on a project involving historic preservation, several years of experience in the historic preservation field, or at least three completed historic preservation contracts similar in size and scope would be a reasonable requirement. However, special expertise cannot be written to preclude any bidder from submitting a bid and can only be used to determine the lowest responsible bidder. Below is an example of an appropriate clause for historic preservation work which may be included in a bid proposal package.

> Due to the highly sensitive nature of the historic preservation work in this contract, as a condition of the award, bidders must have at least _____ years' experience working with historic (timber, iron, etc.) structures (bridges, buildings, etc.), including work on similar contracts or structures. In addition, the bidder must include a list of current and previously completed historic preservation contracts in its bid package, including the name of the contract owner, a contact person, and telephone number so that references can be verified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications.

12.4.3 Wicks Law Requirements

Known as Wicks Law, ***GML Article 5-A, §101*** and ***SFL Article 9 §135***, applies to State agencies, certain public benefit corporations, municipalities, school districts, and boards of cooperative educational services but does not apply to private building construction. This is a New York State statute, and NYSDOT has no authority to grant waivers. The law applies if a construction contract involves building construction and the total construction contract value exceeds:

- $3 million in Bronx, Kings, New York, Queens, and Richmond Counties,
- $1.5 million in Nassau, Suffolk, and Westchester Counties, or
- $500,000 in all other counties in New York State.

GML Article 5-A, §101 requires the contract owner (Sponsor) to bid and execute separate contracts for general construction, plumbing, heating/ventilating/air conditioning, and electrical components for building construction. For any project which does not meet the above thresholds and is not let with separate contracts, this law applies in the following ways:

- All bidders must submit with their bids a sealed list of the subcontractors that will perform the plumbing, H/V/AC, and electrical work.
- The successful low bidder's sealed list will be opened, and the Contractor is required to use the list of subcontractors unless there is a legitimate construction need to change the subcontractor. The Sponsor's approval is required for a change to be made.
- The sealed lists are returned unopened to the non-selected bidders.

12.4.4 Prequalification

GML Article 5-A, §103 allows political subdivisions (municipalities) with populations over 50,000 to prequalify bidders. The prequalification program establishes guidelines governing the qualifications of bidders for construction/procurement contracts. These programs are allowed if the Sponsor maintains an appropriate list of qualified bidders who meet the Sponsor's established standards. Indication of the use of a pre-qualified bidder must be noted in the advertisement of the project. The established standards shall consider the prospective bidders' experience and the past performance of work completed by the prospective bidders as well as:

1. The prospective bidders' ability to undertake the type and complexity of work,
2. The financial capability, responsibility, and reliability of the prospective bidders for such type and complexity of work,
3. The record of the prospective bidders in complying with existing labor standards and maintaining harmonious labor relations,
4. The prospective bidders' compliance with equal employment opportunity requirements and anti-discrimination laws, and demonstrated commitment to working with disadvantaged businesses through joint ventures of subcontractor relationships; and
5. The record of the prospective bidders in protecting the health and safety of workers on public works projects and job sites as demonstrated by the prospective bidders' Workers Compensation Experience Modification Rate for each of the last three years.

The Sponsor's prequalification process must have a documented appeal process for firms denied a place on a pre-qualified list. In addition, NYSDOT must review and approve any prequalification provisions.

12.4.5 Project Labor Agreement

NYS Labor Law Article 8, §222 allows Sponsors to use a Project Labor Agreement (PLA) when it has been determined that the Sponsor's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud, and corruption, and other considerations such as the impact of delay, and the possibility of costs savings are best met by requiring a PLA. Project Labor Agreement shall mean a pre-hire collective bargaining agreement between a contractor and a bona fide building and construction trade labor organization. The trade labor organization is the collective bargaining representative for all persons who will perform work on a public works project. Only contractors and subcontractors who sign a pre-negotiated agreement with the trade labor organization can perform project work.

It should be noted that any project undertaken with a PLA shall:

- For design, be subject to the review and approval of the Sponsor; and the design and construction standards are subject to the review and approval of NYSDOT,
- Contain a provision that the contractor shall furnish a labor and material bond guaranteeing prompt payment and a performance bond for the faithful performance of the project,
- Participate in an apprentice training program if the project exceeds the noted values under ***NYS Labor Law Article 8, §222.***

The use of a PLA must :

- Be consistent with ***23 United States Code (USC) 112***,
- Lead to a more effective use of federal funds; and
- Be in compliance with all **Title 23** and **Title 49 USC** and **CFR** requirements.

To accomplish consistency and compliance with the referenced codes, a complete study, analysis, and report must be prepared by an independent consultant retained by the Sponsor who is

experienced in the development and implementation of PLA's and has not been retained to perform the design of the project. The consultant must conduct a thorough project analysis of the costs/benefits of a PLA and document specific facts and figures in the Due Diligence Impact Study Report.

NYSDOT will review all PLA's prior to submitting to FHWA for approval, including Design-Build. The final report must be provided to the RLPL to be included in the project files.

The NYS Office of General Services (OGS) has a contract for Project Labor Agreement Services that Sponsors may use to select a firm. The Sponsor must use the mini-bid process to solicit a cost estimate from all on the list before selecting one firm. If a Sponsor uses the OGS Contract, the federal requirements as found in Appendices 12-1 and 12-1A must be incorporated into the contract. Therefore, the Sponsor would be eligible for reimbursement only if the federal requirements are incorporated into the contract.

12.4.6 Design-Build

The "New York City Public Works Investment Act of 2019" authorized the New York City's Department of Design and Construction and Department of Transportation to undertake public work projects pursuant to project labor agreements that cost $10 million or more, use of the alternative delivery method known as Design-Build contracts. The New York State Department of Transportation Design-Build Procedures Manual provides the procedures to be followed. No other Sponsor is permitted at this time to utilize Design-Build as an alternative delivery method.

12.4.7 Warranties and Specialty Items

Title 23 CFR 635.413 generally prohibits the Sponsor from requiring a contractor to warrant or guarantee its overall workmanship for some time after the contract work is accepted. Warranties and guarantees are not allowed on federal aid contracts and should not be part of the contract bid proposals. Warranties for routine maintenance items not within the control of the contractor are prohibited. Specific Sponsor requests to use warranty clauses must be submitted to the RLPL for NYSDOT approval before Contract Bid Document Package submission. Standard manufacturers and suppliers' warranties on installed equipment and materials are allowed under federal regulations without additional approval. See **Standard Specifications 105-18 and 105-19** for more information.

12.4.8 Training and Apprenticeship Requirements

Training is one of the Civil Rights activities that may be used to address the under-utilization of minorities, females, and economically disadvantaged persons in highway construction and engineering contracts. The Sponsor must include Item 691 Training and Apprenticeship Requirements if the construction cost is estimated above $5M. It should be noted that if the construction cost is below $5M and there is an opportunity for training, the item may be included. The program requirements must be reviewed and approved by both NYSDOT and FHWA. Only FHWA-approved On-the-Job Training (OJT) programs or NYS Department of Labor (NYSDOL)/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review and approval processes are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate with their RLPL. See Highway Design Manual (HDM) 21.4.3.2 Training Requirements.

12.4.9 NYSDOT Oversight

There are times where different phases of the project, such as preliminary design, detailed design, right-of-way, construction inspection, or construction, are not funded with federal funds. If the construction phase is not advanced with federal funds, NYSDOT must provide oversight and ensure compliance in the areas of Environmental Commitments, Right-of-way (ROW) Requirements/Acquisition, and Buy America provisions.

12.5 CONTRACTING METHODS

Title ***23 CFR 635*** describes federal regulations governing construction contracts let by a Sponsor for which the Sponsor anticipates federal reimbursement. Title ***23 CFR 635.104(a)*** requires construction contracts to be awarded to the lowest responsible bidder, as determined by a competitive bidding process. The Sponsor must comply with federal aid competitive bidding requirements. NYSDOT is the primary recipient of FHWA funding. When receiving federal funds, NYSDOT must monitor and assure compliance with federal regulations on contracts initiated by a project Sponsor or subcontracts initiated by a contractor.

Failure to comply with all federal and state laws, rules, regulations, and federal presidential and state gubernatorial executive orders may result in the loss of federal aid and removal of NYSDOT and/or FHWA participation from the project. In addition, the State may deduct other state or federal aid due to the Sponsor's future payments. Refer to Chapter 4, Local Project Agreements, for rules and regulations regarding possible repayment of funds to NYSDOT. For additional requirements regarding construction contract administration and compliance, see Chapter 15.

Costs found to be ineligible after payment was made to the Sponsor must be repaid to New York State. NYSDOT will reduce current or future reimbursement claims on the same or other projects the Sponsor may have with NYSDOT if the Sponsor fails to repay.

12.5.1 Force Account Work by Sponsors

Title ***23 CFR 635.104(a)*** requires competitive bidding for construction contracts unless provided in ***23 CFR 635.104(b)***, some other method is more cost-effective. Force Account Construction by the Sponsor is one method utilized. Title ***23 CFR 635.201-205*** documents the federal requirements for Force Account Construction. NYSDOT or FHWA must approve all requests to use Force Account Work on local let construction projects.

12.5.1.1 Public Interest Finding

Title ***23 CFR 635.104(b)*** provides the option for a Sponsor to determine if it is more cost-effective to use its resources to perform the work adequately than competitive bidding on a local-let, federally aided construction contract (i.e., Force Account Work). The Sponsor must submit to the RLPL in writing a request justifying why "no-bid force account work" is necessary. This can be justified by showing how it is cost-effective to use the Force Account method vs. competitive bidding (e.g., during emergency conditions). This request is called a Public Interest Finding (PIF).

- For projects OFF the National Highway System (NHS), the PIF will be submitted to NYSDOT for approval.
- For projects ON the NHS, the PIF will be submitted by NYSDOT to FHWA for approval. See Appendix 12-4 for the PIF form, instructions, and transmittal letter.

12.5.1.2 Use of Sponsors' Equipment or Materials

Generally, Sponsors cannot require the prime contractor to use the Sponsor's equipment or materials as a condition or pre-condition of awarding the contract. However, if documented in the PIF, exceptions may be allowed by NYSDOT or FHWA. Equipment must be acquired through competitive bidding or produced by municipal forces. The Contractor must have the option to use their own equipment. Cost for equipment must be based on rental rates or unit prices, and points of availability shall be documented in the Contract Bid Package.
Note: Sponsors cannot profit from the rental of their equipment or materials.

12.5.2 Using Alternate Bidding

If the Sponsor utilizes an alternate bid process to stay within budget limits, the alternate bid process must be clearly described in the bid proposal. A Sponsor cannot use an alternate process where the Sponsor may arbitrarily choose from among the alternate bid items. An arbitrary process may create an impression of impropriety. FHWA has accepted the method described in the Alternate Bidding Section of this chapter.

A Sponsor may choose alternate bidding to maximize the benefits of the funding available for a contract. In general, the concept allows for Contractors to bid on the elements of the basic contract scope (base bid) first as well as submit bids on work outside of the basic contract scope: the alternate bid items. These alternates can be either additions or deletions from the basic contract scope. Bids on the basic scope of the contract and the alternate items are submitted at the same time and opened at the same time.

If the Sponsor receives a bid on the basic scope which is less than the Engineer's Estimate for the basic scope, bids on the alternate items are considered according to a predetermined order of priority, so long as the total bid price remains under the total contract budget (see Scenario #1). Conversely, if all bids exceed the Engineer's Estimate, Sponsors may delete alternate bid items, subject to a priority ranking, to stay within the contract budget (see Scenario #3).

12.5.2.1 Format for Alternate Bidding

The use of alternate bid items is permissible under strict budgetary circumstances. To assure bidders of the integrity of the competitive bid process, the criteria and formula for determining the low bidder in an alternate bid process must be fully and clearly described in the bid proposal documents. The bid solicitation must advise potential bidders that alternate bidding will be used. Whether adding or deleting alternate items, the Sponsor must prioritize the alternate bid items and follow a rational sequence when selecting the alternate items. The Sponsor is not free to pick and choose among the alternates. The following format must be adhered to.

> EXAMPLE: If a budgeted figure cannot be exceeded, the total budget figure should be announced at the public bid opening just prior to opening the bids. The bid proposal should state the criteria on which award will be based as follows:
>
> - If any bids for the base bid plus Alternates 1-3 come under the budget figure, the award will be made based on the base bid plus Alternates 1-3; however,
> - If all bids for the base bid plus Alternates 1-3 exceed the budget figure, the award will be based on the base bid plus Alternates 1 and 2; however,
> - If all bids for the base bid plus Alternates 1 and 2 exceed the budget figure, the award will be based on the base bid plus Alternate 1; however,
> - If all bids for the base bid plus Alternate 1 exceed the budget figure, the award will be based on the base bid only; however,

- If all bids for the base bid exceed the budget figure, the award will be based on the base bid and Alternate 4 (deduct item); however,
- If all bids for the base bid and Alternate 4 (deduct item) exceed the budget figure, the award will be based on the base bid and Alternates 4 and 5 (deduct items); however,
- If all bids for the base bid and Alternates 4 and 5 (deduct items) exceed the budget figure, the award will be based on the base bid plus Alternates 4, 5, and 6 (deduct items)

Scenarios #1, #2, and #3 below illustrate the above example in determining the low bidder when alternate bid items are used.

SCENARIO #1 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$150,000	$20,000	$20,000	$20,000	$210,000
B	$170,000	$15,000	$ 7,000	$ 7,000	$199,000
C	$185,000	$17,000	$10,000	$ 3,000	$215,000
D	$175,000	$18,000	$ 5,000	$15,000	$213,000

BIDDER B is the low bidder, using base bid plus Alternates 1-3, for a total of $199,000.

SCENARIO #2 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$196,000	$ 8,000	$ 8,000	$ 8,000	$220,000
B	$192,500	$10,000	$ 2,000	$ 8,000	$212,500
C	$194,000	$11,000	$ 6,000	$ 9,000	$220,000
D	$190,000	$15,000	$ 5,000	$15,000	$225,000

BIDDER D is the low bidder based on the base bid only. All other applications of the formula exceed the budget figure.

SCENARIO #3 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2		ALT.#3	ALT.#4	ALT.#5	ALT. #6
A	$220,000	$ 8,000	$ 9,000		$ 8,000	($10,000)	($10,000)	($10,000)
B	$225,000	$ 7,000	$ 7,000		$ 8,000	($ 8,000)	($ 7,000)	($ 8,000)
C	$215,000	$10,000	$ 7,000		$ 6,000	($10,000)	($ 6,000)	($ 5,000)
D	$230,000	$10,000	$10,000		$ 7,000	($12,000)	($10,000)	($ 8,000)

BIDDER C is the low bidder, based on the base bid plus Alternates 4 and 5 ($215,000 minus $10,000) (Alt. #4) and minus $6,000 (Alt. #5), total price $199,000 following the formula.

12.6 REFERENCES

Federal Laws and Regulations
USC Title 23 United States Code – Title 23 Highways
USC Title 49 United States Code – Title 49 Transportation
Code of Federal Regulations Code of Federal Regulations
2 CFR 1200 Debarment
23 CFR 112 Letting of Contracts
23 CFR 230 External Federal Highway Programs
23 CFR 635 Construction and Maintenance
23 CFR 635.104(a)(b) Method of Construction
23 CFR 635.105(c)(4) Supervising agency
23 CFR 635.109 Standardized changed condition clauses
23 CFR 635.110(b) Licensing and qualification of contractors
23 CFR 635.111 Tied Bids
23 CFR 635.112(e)(f)(g) Advertising for bids
23 CFR 635.114(a) Award of contract and concurrence in the award
23 CFR 635.201-205 Force Account Construction
23 CFR 635.410 Buy America requirements
23 CFR 635.413 Guaranty and warranty clauses
41 CFR 60 (Equal Opportunity Clauses – Compliance Reports
49 CFR 20.100 Conditions on use of funds
49 CFR 26 Disadvantaged Business Enterprises, (DBE)

State Laws and Regulations (State Finance Law, (SFL) & Labor Law)
Article 9, Section 135 Separate specifications for contract work
Article 9, Section 139-d Statement of non-collusion in bids to the state
Article 9, Section 139-f Payment on public work projects
Article 9, Section 139-j Restrictions on contracts during the procurement process
Article 9, Section 139-k Disclosure of contracts and responsibility of offers
Article 9, Section 146 Certain construction contracts involving steel
NYS Labor Law, Article 8, Section 222 Project Labor Agreements, (PLAs)

General Municipal Laws and Regulations (General Municipal Law (GML))
Article 5-A, Section 101 Separate specifications for certain public work
Article 5-A, Section 102 Deposits on plans and specifications
Article 5-1, Section 103 Political Subdivisions
Article 5-A, Section 103-d Statement of non-collusion bids
Article 5-A, Section 103-f Security bonds on municipal projects
Article 5-A, Section 106-b Payment on public work projects

Other:

FHWA Contract Administration Core Curriculum Manual (Buy America)
https://www.fhwa.dot.gov/programadmin/contracts/cacc.pdf

FHWA Project Labor Agreements
https://www.fhwa.dot.gov/construction/contracts/100507.cfm

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts
https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

MURK Part 1A Contract Administration Manual (CAM)
https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a

New York State Department of Labor's Prevailing Work and Public Wage
http://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm

US Government Wage Determinations
https://beta.sam.gov/search?index=wd

Workers Compensation Experience Modification Rate
http://www.safetymanagementgroup.com/emr-experience-modification-rate.aspx

LPM

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CHAPTER 12

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CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI)

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REQUIRED CONTRACT PROVISIONS

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than $6,000 and not more than $12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID

PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES

US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements.* The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	**%**	**COUNTY**	**%**	**COUNTY**	**%**
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active EEO 12program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation,

gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by

the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics

are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov , refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;
(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions

of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.
1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**
(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS
FILLABLE FORMS

Contents

NON-COLLUSIVE BIDDING CERTIFICATION

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

COMBINED CERTIFICATION FORM

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
   NO ☐ YES ☐

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?
   NO ☐ YES ☐
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?
   NO ☐ YES ☐
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:
Date of Finding of Non-Responsibility:
Basis of Finding of Non-Responsibility:
(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
   NO ☐ YES ☐
6. If yes, please provide details below.

Governmental Entity:
Date of Termination or Withholding of Contract:
Basis of Termination or Withholding:
(Add additional pages as necessary.)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:
Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,

2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,

3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,

4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",

5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",

6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,

7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),

8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete,
true and accurate,

9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,

10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,

11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

_____
Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

Notary Public

(Acknowledgment by **Individual Contractor, If a Corporation**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the _____ the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgment of **Co-Partnership Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

_____
Notary Public

APPENDIX 12-2

ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

[FOR LOCALLY ADMINISTERED FEDERAL AID CONSTRUCTION PROJECTS WHICH DO NOT USE NYSDOT STANDARD SPECIFICATIONS]

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NOTE: References to actions undertaken by the following: "Commissioner, Office of the State Comptroller, Department, Regional Director, Regional Construction Engineer, Deputy Chief Engineer Construction (DCEC) or State," unless used in the context of reference to specific state law or regulations will be performed by the project sponsor or their designee

LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, shall be applicable. On contracts financed with Federal Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained **in 23 CFR 635.117** are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted.

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Department will provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will favorably review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work, but the application should not request more than 60 hours per week. The 60

hours per week may be either six 10-hour days or five 12-hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however, with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g., the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231 for Federal-Aid contracts and on HC-231 for Non-Federal-Aid contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the amount of the contract exceeds $25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Training. An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A list of approved programs is available from the NYS Department of Labor at https://www.labor.ny.gov/apprenticeship/appindex.shtm.

A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

Several sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOT-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprentice able occupations as determined by NYSDOL or USDOL.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in

providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under *Training Special Provisions* and/or *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentices/ trainees.

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day to day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentices/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

PURCHASE CONTRACTS WHICH DO NOT INVOLVE INSTALLATION OR LABOR DO NOT REQUIRE WAGE RATES

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Department seeks to:

- To ensure nondiscrimination in award and administration of DOT-assisted contracts in the NYSDOT's highway, transit, and airport financial assistance programs,
- To create a level playing field on which DBEs can compete fairly for Dot-assisted contracts,
- To ensure that the Department's DBE Program is narrowly tailored in accordance with applicable law,
- To ensure that only firms that fully meet the Department's DBE Program eligibility standards are permitted to participate as DBEs,
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts,
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients,
- To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurances stated below.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

A. Disadvantaged Business Enterprise (DBE) Program. The Federal statutory authority for the DBE Program is contained in the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240); the Transportation Equity Act of the 21st Century (TEA-21) Public Law 105-178; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law 109-59; the Moving Ahead for Progress in the 21st (MAP-21) Public Law 112-141; and the Fixing America's Surface Transportation (FAST) Act Public Law 114-94. New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

B. DBE Goal. Federal-aid contracts have a single DBE goal. The Department will monitor the Contractor's commitments towards the DBE goal and attainments in accordance with 49 CFR 26.

1. Established Goal. The contract participation goal for DBEs is established by geographic location and work type. The goal is stated in the proposal and remains in

effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the participation goal and shall meet the goal or demonstrate that it could not meet them despite its best efforts. Failure to provide commitments to meet the established goal for the contract or failure to meet the good faith efforts may be grounds for rejection of the bid as non-responsive.

2. Zero Percent Goal. If a zero goal for participation by DBEs is established, the Contractor shall promote the objectives of the DBE Program by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the Department's DBE Program.

C. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible under the DBE Program. Only the work, services or products provided by the DBE Firms under NAICS code(s) which the DBE is certified for, at the time the DBE enters into a contract with the Contractor, can be credited towards the contract goal. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. A directory of certified firms is available on the NYS Unified Certification Program website at https://nysucp.newnycontracts.com/.

D. Counting DBE Participation Towards the DBE Goal. The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the participation is a commercially useful function. A DBE prime contractor shall continue to provide opportunities for participation by other DBEs in all types of contracts and procurement activities. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function in accordance with federal regulations, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. *Subcontractors.* A Subcontractor is any individual, firm, or corporation to whom the Contractor, with written consent of the Department, sublets any part of the contract.

100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal, including the cost of materials and supplies purchased by the DBE, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.

2. *Manufacturers/Fabricators.* A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. A Fabricator is a firm that assembles, constructs, or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale.

100% of the cost of the materials or supplies from a DBE Manufacturer or Fabricator will be counted toward the DBE goal. Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation.

3. *Material Suppliers.* A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and

regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question.

60% of the cost of the material or supplies from a DBE Material Supplier will be counted toward the DBE goal. Equipment rental or leasing is considered to be a type of material supply activity and is credited at 60%. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier or broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

A Material Supplier who deals in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. A Material Supplier must take legal responsibility for the items at all times. This can be accomplished through delivery with their own trucks and/or long-term leasing agreements with third party vendors, but not on an ad hoc or contract-by-contract basis. While some items may be drop-shipped due to the specific needs in a contract, the supplier must ship from their place of business.

4. *Brokers/Manufacturer's Representatives.* A Broker/Manufacturer's Representative is a firm that arranges or expedites transactions for materials.

100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal, provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker/ Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

5. *Services.* A Service is a firm that provides an economic benefit, such as professional, technical, consultant, or managerial service, or provides bonds or insurance specifically required for the performance of the contract.

100% of the expenditure for fees charged by a DBE Service will be counted toward the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

6. *Trucking Firms.* A DBE trucking firm shall own and operate at least one fully licensed, insured, and operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible, and the arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The DBE trucking firm shall control the day-to-day DBE trucking operations and shall be responsible for: (1) negotiating and executing rental/leasing agreements; (2) controlling the work force; (3) coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) scheduling and dispatching trucks.

a. *DBE Owned/Leased Trucks.* 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use

of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. *Other DBE Trucks.* The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. *Non-DBE Trucks.* The DBE may obtain trucks from a non-DBE, including an owner-operator. The DBE that leases trucks equipped with drivers from a Non-DBE is entitled to credit for the total value of trucking operations provided by Non-DBE leased trucks equipped with drivers not to exceed the value of trucking operations on the contract provided by DBE trucks or leased trucks with DBE employee drivers. Additional participation by Non-DBE owned trucks equipped with drivers receives credit only for the value of the fee or commission that the DBE receives as a result of the lease arrangement.

The DBE may lease trucks without drivers from a Non-DBE truck leasing company. If the DBE leases trucks from a Non-DBE truck leasing company and uses its own employees as drivers, it is entitled to 100% of the total value of these trucking services.

E. Commercially Useful Function. A DBE's participation will only be counted toward meeting the DBE contract goal when it performs a commercially useful function. To be considered as performing a commercially useful function, a DBE shall be responsible for the execution of a distinct element of work on a contract and carry out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. This applies to all work performed by a DBE including Subcontractors, Manufacturers / Fabricators, Material Suppliers, Brokers / Manufacturer's Representatives, Services and Trucking Firms.

Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The Contractor shall not seek credit toward the goal through any arrangements or actions of others where the Contractor knows or should have known based upon evidence and circumstances present, that a DBE is not performing a commercially useful function.

1. *Work Force.* The DBE shall employ a work force (including administrative and clerical), separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE will not be allowed.

2. *Supervision.* All work performed by the DBE shall be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

3. *Materials.* DBE Subcontractors shall negotiate price, determine quality and quantity, order, install (where applicable) and pay for the materials(s) required to perform the work when material supply is included in their scope of work.

4. *Equipment.* DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. A DBE Subcontractor shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

Equipment a DBE Subcontractor purchases or leases from a Contractor or its affiliate will not be counted toward meeting the DBE contract goal. Should back charges result in DBE participation falling below the goal, the Contractor shall be required to backfill.

F. Submission of Proposal. In submitting a proposal, a Bidder declares that it shall make commitments to those qualified DBEs whose participation the Bidder submits to meet the contract goal. The Bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, brief description of work, and estimated commitment amount.

G. Pre-Award Participation Package. Within 5 calendar days after letting for Federal-Aid contracts, the Low Bidder shall submit a complete DBE Pre-Award Participation Package, as outlined below, to the Office of Construction using the Department approved civil rights reporting software, *Equitable Business Opportunity Solution (EBO)*. The DBE Pre-Award Participation Package shall include all the commitments identified in their proposal at the time of the letting. The time period is measured starting the day after the Letting, and if the last day is a Saturday, Sunday, State holiday or Federal holiday, the period is extended to the next day that State offices are open.

A commitment to a DBE is expressed as a dollar amount agreed to by both the Bidder and the DBE for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in EBO.

For each DBE Subcontractor, the Apparent Low Bidder shall indicate the contract pay item number(s) of the work to be performed in EBO. For those items of work where the DBE Subcontractor is performing less than 100% of a contract pay item, the Apparent Low Bidder shall explain, in writing, the scope of work to be performed by the DBE.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Apparent Low Bidder shall indicate the contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Apparent Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific Department contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Firm, the Apparent Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates. The Apparent Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Apparent Low Bidder shall provide copies of all lease agreements utilized by the DBE Trucking Firm.

If the Low Bidder meets or exceeds the established DBE goal(s) for the contract with commitments to certified DBEs, it is not necessary for the Low Bidder to submit documentation of good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its Good Faith Efforts in accordance with Section H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved AAP19 *D/M/WBE Schedule of Participation*.

After the Low Bidder has identified pre-award commitments to DBEs in EBO, each DBE shall acknowledge the commitment in EBO within 10 calendar days after letting.

H. Good Faith Efforts. If the Apparent Low Bidder fails to meet the DBE contract goal, the Department will evaluate the good faith efforts the Bidder made to obtain DBE participation to determine if the efforts are sufficient enough to recommend award of the contract. Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

If the Low Bidder has not met the DBE goal, it shall submit the AAP10 *D/M/WBE Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all forms of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that were not selected for participation, quotations submitted by non-DBEs that were selected for comparison, and an explanation for the Bidder's action in each case.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made.

Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. Securing participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYS Unified Certification Program (NYSUCP) shall be used to fulfill the established goal on Federal-Aid contracts.

2. Soliciting, at a minimum, certified DBEs in the appropriate geographic area:
   - For all work, soliciting certified DBEs within 75 miles of the contract location.
   - For trucking operations and equipment rental, soliciting certified DBEs within 75 miles of the contract location.

- For work such as guide rail, fencing, landscaping, work zone traffic control, survey, signs, permanent highway lighting, traffic signals, and intelligent transportation systems (ITS); soliciting certified DBEs within 150 miles of the contract location.
- For work such as pavement markings, manufacturers, fabricators, material suppliers, brokers, and services; soliciting certified DBEs within 300 miles of the contract location, or on an upstate or downstate basis.

3. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified D/M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.

The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the DBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with DBEs as evidence of good faith efforts, using the *Solicitation Log* as a continuing record.

4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

5. Providing interested DBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.

6. a. *Negotiating in good faith with interested DBEs.* It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and material suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. *Additional Costs.* The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however,

required to accept higher quotes from DBEs if the Department determines the price

difference to be excessive or unreasonable.

7. a. *Not rejecting DBEs as unqualified.* The Bidder shall not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Bidder's efforts to meet the contract goal. Rejection of the DBE because its quotation for the work was not the lowest received is not considered good faith effort. Nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

   b. *Replacement Prices.* A prime contractor's inability to find a replacement DBE at the original price is not sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.

9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.

10. Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

11. Stating future commitments to use DBEs after contract award is not considered to be responsive to the contract solicitation requirements or to constitute good faith efforts.

I. Pre-Award Approval. In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department must determine that the Bidder's good faith efforts were those that a bidder actively and aggressively seeking to meet the goal(s) would make given all relevant circumstances.
If the Department determines that the original Low Bidder has failed to meet the good faith effort requirements, before awarding the contract to a subsequent bidder, the Department will provide the original Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination.

J. Administrative Reconsideration. The Apparent Low Bidder will have the opportunity to provide written documentation of Good Faith Efforts, or argument and to meet in person with the Department's reconsideration official upon notification concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal or make adequate good faith efforts to do so.

K. Bidder's Failure to Comply with DBE Program Requirements. The Department's

acceptance of the Apparent Low Bidder's proposal is conditioned upon the Apparent Low Bidder's fulfillment of the DBE participation requirements. Failure by the Apparent Low Bidder to submit a complete DBE participation package within 5 calendar days after the proposal opening or failure to provide commitments to meet the established goal prior to award without adequate good faith efforts, may be grounds for rejection of the proposal as non-responsive and the deposit may be subject to forfeiture.

CHANGED CONDITION CLAUSES

DIFFERING SITE CONDITIONS. 23 CFR 635.109(a)(1)

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party of the specific differing site conditions before the site is further disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the site conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination as to whether an adjustment to the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER. 23 CFR 635.109(a)(2)

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, not customary, or not inherent to the construction industry) and the Contractor believes that it is due additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by circumstances beyond the control of and not the fault of the Contractor, its Suppliers or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether an adjustment to the contract is warranted. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract. No contract adjustment will be allowed unless the Contractor has provided the required written request for adjustment within the time prescribed.

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK. 23 CFR 635.109(a)(3)

The Engineer reserves the right to make, in writing, at any time during the work, such changes

in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of work under the contract, whether such alterations or changes are in themselves significant changes in the character of work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made by the Department, either for or against the Contractor, in such amount as determined to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances: when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or when a Major Item of work, as defined elsewhere in the contract, is increased in excess of 125 percent, or decreased below 75 percent of the original contract quantity. Any allowance for a change in unit price shall apply only to that portion of work in excess of 125 percent of the original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

DISPUTED WORK AND DISPUTE RESOLUTION

The term "dispute" shall mean a disagreement between the Contractor and the Department concerning a matter of contract performance or contract compensation. Dispute resolution may involve adjustments in compensation, adjustment of contract pay-items, the addition of new contract pay-items to the contract, and/or extension of time for performance. The Contractor shall continue the work during the pendency of the dispute.

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. The dispute resolution process may be undertaken at any time from the contract award to the issuance of the final payment by the Office of the State Comptroller. The dispute resolution process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract. The Contractor is encouraged, when initiating a dispute, to provide information concerning measures that may be taken to mitigate the damages.

Disputes of any nature shall be made in strict accordance with the contract provisions, including the notice and recordkeeping provisions. The Department reserves the right to modify specifications or delete portions of the work being disputed in order to mitigate damages.

A. *Disputed Work*. If the Contractor is of the opinion that any work directed by the Engineer to be completed as contract work is extra work and not contract work, or that any order of the Engineer exceeds the requirements of the provisions of the contract, the Contractor shall provide the Department written notice and maintain records. After submitting the required notice, the Contractor shall complete its dispute submission in accordance with Section E. *Required Content of Dispute Submission*.

1. ***Determined to Be Contract Work***. If the Department determines that the disputed work is contract work and not extra work, or that the direction given to the Contractor and protested was proper, the Department will direct the Contractor to continue the disputed work and the Contractor shall promptly comply. The Contractor's right to further pursue a dispute for extra compensation or damages will not be affected in any way by the Contractor complying with the directions of the Department to proceed with the work, provided the Contractor continues to keep and submit daily records to document all labor, material and equipment used for disputed work in accordance with *Extra Work and Time Related Compensation.* Section C.1. *Daily Summary to the Engineer.*

2. ***Determined to Be Extra Work***. If the Department, determines that the disputed work is extra work and not contract work, or that a direction given to the Contractor and protested was not proper, then a contract adjustment will be made. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*. The Contractor shall continue to maintain force account records until receipt of the change order approved by the Office of the State Comptroller. Documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in a change order which was disapproved) will be considered reimbursable. Eligibility for additional compensation shall cease upon notification of the disapproval of a change order.

B. *Time Related Disputes*. The term "time related dispute" shall mean any dispute arising from any event which affects the scheduled time of performance. This paragraph is intended to cover all such events which include major deductions or increases to quantities of work, suspension of

work and cancellation of contract, and termination, as well as actions, forces or factors, such as "delay", "disruption", or "interference."

If the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall provide the Department will have no liability and no adjustment will be made for any damages which accrued more than 15 calendar days prior to the filing of written notice with the Engineer. The primary tool used to evaluate the time of performance is the Contractor's progress schedule. Department approval of a schedule or a revised schedule does not entitle the Contractor to a time extension or any time related damages. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*–Section D. *Time Related Dispute Compensation.*

C. *Acceleration Disputes.* The Contractor may not dispute costs associated with acceleration of the work unless the Department has given prior express written direction to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. Lack of express written direction on the part of the Department shall never be construed as approval.

If the Contractor does accelerate its work efforts pursuant to written direction from the Department, compensation will be made in accordance with *Extra Work and Time Related Compensation*-Section E. *Acceleration Compensation.* The Department, in determining whether any compensation is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

D. *Review Time Periods for Disputes.* After providing written notice, the Contractor shall, as soon as the information is available or ascertainable, provide the Engineer with a summary of its dispute contentions in accordance with Section E. *Required Content of Dispute Submission,* in sufficient detail so that the Engineer may make a determination. The Engineer will make an initial response, in writing, within 21 calendar days after the Contractor provides the dispute submission.

If a dispute is not resolved by the Engineer to the satisfaction of the Contractor, within 10 work days of receipt of the Engineer's written decision or the Engineer fails to reply within 21 calendar days, the Contractor shall notify the Regional Director, in writing, with a copy to the Engineer, of its contentions relative to the dispute.

If the dispute is not resolved by the Regional Director to the satisfaction of the Contractor, within 15 calendar days of receipt of the Regional Director's written decision or the Regional Director fails to reply within 30 calendar days, the Contractor shall notify the Commissioner, in writing, with copies to the Engineer and the Regional Director, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and the Regional Director and its rebuttal of their previous findings.

1. ***Disputes to the Commissioner Up to $50,000.*** For all disputes to the Commissioner of $50,000 or less, the Department will respond in writing within 45 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor will provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 15 calendar days after receipt of said additional documentation or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may

so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department shall schedule a meeting or conference. By agreement between the Department and the Contractor, such time periods may be modified.

2. ***Disputes to the Commissioner Over $50,000 to $250,000.*** For all disputes to the Commissioner over $50,000 and less than or equal to $250,000, the Department will respond in writing within 60 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 30 calendar days after receipt of said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such time periods may be modified.

3. ***Disputes to the Commissioner over $250,000 or of Undetermined Value.*** For disputes to the Commissioner over $250,000 or that have an undetermined value, the Department will respond in writing within 90 calendar days of receipt of the dispute. If any additional documentation supporting the dispute, or relating to the subject matter of the dispute, is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 60 calendar days after receipt of the said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 30 calendar days after the receipt of the Department's response, or within 30 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such times periods may be modified.

E. Required Content of Dispute Submission. All disputes shall be submitted in writing to the Engineer and shall be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information shall be provided when such information is ascertainable by the Contractor:

1. General.

a. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.

b. A copy of the notice of dispute for the specific dispute by the Contractor.

c. To the extent known, the name, function, and activity of each Department official, or

employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
d. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.
e. The identification of any pertinent documents, and the substance of any material communication relating to such dispute.
f. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
g. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

2. Time Related Dispute Submissions.

a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
b. The documented process of establishing, maintaining and updating the progress schedule, showing when the delay occurred and how it affected the schedule, in accordance with the Progress Schedule or a CPM specification, if applicable.
c. The amount of additional compensation sought in accordance with Extra Work and Time Related Compensation Section D. *Time Related Dispute Compensation.*

3. Acceleration Dispute and Disputed Work Submissions.

a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
b. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
c. The amount of additional compensation sought, and a breakdown of that amount shall conform to the requirements of *Extra Work and Time Related Compensation*–Section B. *Force Account Work* except for acceleration disputes which shall conform to the requirements and categories specified in *Extra Work and Time Related Compensation* Section D. *Time Related Dispute Compensation.*

F. ***Required Certification of Disputes Over $50,000.*** When submitting any dispute over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief,

2. That the amount of the dispute is based on sound engineering principles, is supported by sound mathematical and cost accounting principles and the dispute itself is in accordance with the terms of the contract, and accurately reflects what the Contractor in good faith believes to be the Department's liability; and,

3. That the dispute and the amount of the dispute is in full compliance with the Federal False Claims Act, 31 U.S. Code Section 3729, and New York State False Claims Act, NYS Finance Law Article XIII; and that the Contractor acknowledges that if determined to be in violation of these acts by a court of proper competent jurisdiction, such violating Contractor shall be subject to liability for a civil penalty, plus up to three times the damage the State sustains by such violation.

4. The certification shall be executed by:
   a. The Contractor, if the Contractor is an individual; or,
   b. A senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs, if the Contractor is not an individual.

G. *Auditing of Records.* A Contractor who has filed a dispute, or Subcontractor, Manufacturer, Fabricator or Material Supplier on whose behalf a dispute has been filed, shall have the following records available for audit at any time following the filing of such dispute, and shall cooperate with the auditors, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department and may begin on 15-day notice to the Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier as is appropriate. The Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder. In the event the Contractor fails to substantially furnish the required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed. The Contractor will be allowed to review the audit findings and will be allowed 30 calendar days to respond to any items disallowed by the audit.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to and true copies of the original, in whatever format the records are created/maintained, of the following documents:

1. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
2. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
3. Daily time sheets, superintendent diaries or log sheets and foreperson's daily reports.
4. Union agreements and reports, if any.
5. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
6. Payroll register, individual employee earnings records and payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
11. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
12. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
13. Subcontractor payment certificates.
14. Canceled checks (payroll and vendors).
15. Job cost ledger or report and job payroll ledger.
16. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
17. Cash receipts, cash disbursements journal, purchase journal, petty cash journal and

supporting vouchers.
18. Audited and unaudited financial statements for all years during operations on this contract.
19. Documents which reflect the Contractor's actual overhead during the years contract work was performed.
20. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

H. ***Contract Closeout Process.*** A dispute, or a portion thereof, that has been previously submitted to the Department which remains unresolved to the satisfaction of the Contractor, may be submitted for Department review in connection with the closeout process. The records made, and recommendations or actions of a facilitator, a Dispute Review Board, or any other dispute resolution method, shall be off the record, non-binding, confidential, and may not be used in any future litigation.

1. ***Contract Closeout Meeting.*** If requested by the Contractor, the Department will schedule a contract closeout meeting with the Office of Construction in Albany. The contract closeout meeting process involves meeting(s) with the Contractor and its representatives and Department personnel to amicably resolve all remaining disputes of the Contract. In lieu of pursuing the closeout meeting process, the Contractor may elect to utilize the Gatekeeper process.

2. ***Claims.*** If any dispute, or portion thereof, remains unresolved following the meeting(s) or conference(s) and the payment of the final agreement, the Contractor may file a claim in the New York State Court of Claims in accordance with law and the provisions of the Contract.

EXTRA WORK AND TIME RELATED COMPENSATION.

The Contractor will be compensated for extra work by agreed price in accordance with Section A. *Agreed Price Work*, or by force account in accordance with Section B. *Force Account Work*.

A. Agreed Price Work. Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Engineer and incorporated into a change order as the Department may deem them to be just and fair and beneficial to the State. An agreed price may be offered by the Contractor and accepted by the Engineer for a defined quantity of additional work. The Contractor shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the work. If a price has not been agreed to, in writing, prior to starting the work, the Contractor shall keep and submit daily records to document all labor, material and equipment used to complete the work in accordance with Section C.1. *Daily Summary*. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Department or the Office of the State Comptroller.

1. Original/Adjusted Contract Bid Price. The original contract bid price, or the original contract bid price adjusted for documented increase or decrease in labor cost, material cost, equipment rate, mobilization, and/or site conditions.

2. Weighted Average Price. The statewide or regional weighted average price (WAP) for a contract pay item for minimum of 3 contracts of similar type, quantity, and/or location of work over a one to two-year period; as shown in the Pay Item Catalog (PIC). The Engineer may adjust the WAP for documented increase or decrease in labor, materials, equipment, mobilization, and/or site conditions.

3. Average of 3 Lowest Bidders. The average bid price for a contract pay item by the 3 lowest responsible bidders on the contract, including the Contractor, presented in the Tabulation of Bids. If less than 3 responsible bids were received, this option shall not be used.

4. Price Analysis. A price analysis shall be based on an estimated breakdown of charges listed in Section B. Force Account Work, using the labor, equipment and other rates available when the agreed price is developed by the Contractor. The analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable in comparison with contract bid price work. Price analyses shall be submitted in a format acceptable to the Department. Price Analysis forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

The Contractor will be reimbursed for labor in accordance with Section B.1.a *Labor*. The Contractor will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Contractor will be reimbursed for materials in accordance with Section B.1.b *Materials*.

The Contractor will be reimbursed for equipment in accordance with Section B.1.c *Equipment*. Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Contractor will be reimbursed for required insurances in accordance with Section B.1.d *Insurance*.

The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for extra work under an individual contract pay item or a single price analysis, of more than $5,000.

B. Force Account Work. Where there are no applicable unit prices for extra work and agreed prices cannot be readily established or substantiated, the Contractor will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Contractor shall maintain and submit force account records in accordance with Section C. *Force Account Report.*

1. *Contractor Costs.* At the preconstruction meeting, the Contractor should provide the Engineer documentation supporting its insurance rates for the current period and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the work is performed.

a. *Labor.* Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(1) *Wages and Fringe Benefits.* The Contractor will be reimbursed for each worker separately at the actual payroll rate; an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Contractor shall obtain the approval of the Engineer for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Contractor is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification and cannot find other work on that day for that individual, the Contractor will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Department, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar payments made to workers.

(2) *Standard Markups.* The Contractor will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate, initially 12.5%, may be modified by the Department via Official Issuance.

The Contractor will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 6.4%, may be modified by the Department via Official Issuance.

(3) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Contractor shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Contractor, additional differentials will be added to the Worker's Compensation insurance rate.

For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

The Contractor will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

b. *Materials.* Materials are necessary products incorporated in the temporary or permanent work. The Contractor will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Contractor or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with Section B.1.a. Labor and Section B.1.c. Equipment respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Contractor will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the work. Other small tools and tool/equipment supplies used or consumed in progressing the work are considered to be included in overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent

work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for substantial salvageable material recovered.

c. *Equipment.* Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(1) *Mobilization Costs.* If the Contractor does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the extra work, the Contractor will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization include the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract bid price work.

(2) *Ownership Costs.* The Contractor will be reimbursed for its costs for providing equipment at the rates listed in the Cost Recovery software produced by Equipment Watch (hereafter referred to as Cost Recovery). The hourly ownership rates will reimburse the Contractor for all non-operating costs of providing equipment, including depreciation on the original purchase, costs of major overhaul repairs, facilities capital, normal risk insurance, property taxes, storage, licenses, security, record keeping, and mechanic's supervision.

The hourly ownership rate will be the Cost Recovery monthly rate divided by 176, multiplied by the rate adjustment factor for the equipment model year and then multiplied by the regional adjustment factor. If the Contractor has a piece of equipment remanufactured, rebuilt, or significantly altered, the rate adjustment factor may be modified, as documented by Equipment Watch.

For equipment required to be present and operating, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by the hourly ownership rate.

For equipment required to be present; dedicated exclusively to the force account, not available for mobilization elsewhere, and not used on contract bid price work that day; the Contractor will be reimbursed for the product of the remaining non-operating hours in the shift, multiplied by 50% of the hourly ownership rate.

Equipment that is not required to be present will not be eligible for reimbursement of non-operating hours. If the Engineer directs or agrees that equipment mobilized for the operation is no longer required to be present, the Contractor may demobilize the equipment. If the equipment is demobilized, and subsequently determined to be required to be present, the Contractor will be reimbursed for remobilization.

For equipment without an operator that is designed to operate on a continuous

long-term basis, such as a pump, portable variable message sign (PVMS), or temporary traffic signal, the Contractor will be reimbursed for a maximum of 176 hours a month.

Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed.

(3) *Operating Costs.* The hourly operating rate includes preventative and field maintenance, fuel, lubricants, and other operating expenses as outlined in Cost Recovery, not including consumables or the operator's wages. The Contractor will be reimbursed for the product of the number of hours of actual use multiplied by the hourly operating rate. No reimbursement for operating costs will be made for equipment that is not operating.

(4) *No Established Rate.* If rates are not established in Cost Recovery for a piece of equipment, the Contractor shall contact the Cost Recovery publisher, Equipment Watch to establish rates. If Equipment Watch will not establish rates, the Department, in coordination with the Contractor, may establish rates for ownership costs and operating costs for that piece of equipment consistent with its cost and expected life.

(5) *Maximum Ownership Costs.* The maximum amount reimbursed for ownership costs of equipment, is limited, on a contract basis, to the original purchase price as listed in the Equipment Watch Retail Rental software. The Contractor shall not exchange equipment for a similar item for the purpose of extending the maximum ownership cost. Exchange of equipment for an engineering or mechanical reason shall be approved by the Engineer, or the maximum ownership cost will be limited to that reimbursed for the original piece of equipment. If the ownership cost is limited by the original purchase price, the Contractor will continue to be reimbursed for the operating cost for hours of actual use.

(6) *Backup Equipment.* The Contractor will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Department in writing, to be present for specific critical work operations.

(7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Contractor in the performance of work shall be accounted for as a service charge in accordance with Section B.3. *Service Charges.*

d. *Insurance.* The Contractor will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be reimbursed that percentage of the portion of item Section B.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on of a percentage of gross sales will be reimbursed that percentage of the total of items in Section

B.1.a. *Labor,* Section B.1.b. *Materials,* Section B.1.c. *Equipment*, Section B.1.e. *Overhead* and Section B.1.f. *Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.* Overhead will be defined to include the following:

(1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;

(2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Contractor to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;

(3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;

(4) Contractor's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;

(5) Administrative or other efforts required to maintain records and produce force account reports.

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.*

2. *Subcontractor Costs*. When the work is performed by a Subcontractor, the Contractor will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in Section B.1. *Contractor Costs*, plus an additional 5% for subcontract administration, and the Contractor's costs for insurance in accordance with Section B.1.d *Insurance.*

3. *Service Charges*. When work is performed by, and a fee is paid to a professional service, a work service, or an equipment owner/operator, the Contractor will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

C. *Force Account Report*. Payment for force account work will be made based on the following reports. Reports shall be submitted in a format acceptable to the Department. Force Account MURK forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

If the Engineer or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Contractor's submission, he/she will promptly notify the

Contractor.

1. ***Daily Summary.*** The Contractor shall deliver a daily summary of force account work to the Engineer in a format acceptable to the Department, not later than close of business on the workday following that for which the work is reported. The daily summary shall be dated and signed by the Contractor's authorized representative.

The Engineer's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Engineer will annotate the record as necessary, sign and date, and provide a copy to the Contractor.

The summary shall contain:

a. The contract number, other contract information, and the Contractor name/information.
b. A brief description of the work performed and the work location for that day.
c. A list of personnel by name, including the hours worked, and labor classification.
d. A list of materials used to indicate the quantity and nature. The cost shall be documented later by proper receipts.
e. A list of equipment used to indicate the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.

2. ***Labor Summary.*** If there is an approved Force Account Estimate, in order to receive progress payments, the Contractor shall deliver to the Engineer a summary of labor used on the work. The Contractor shall provide the Weekly Summary of Force Account Labor using forms provided by the Department, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, workers compensation percentage rates and limits, and/or other items necessary to calculate the amount due to the Contractor. Progress payments on the force account will not be made until the Contractor provides required documentation to the Engineer.

3. ***Force Account Report Submission.*** On completion of the specific force account work, the Contractor shall deliver to the Engineer a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Contractor's authorized representative. When the Contractor and the Engineer agree on the Force Account Report, the Engineer will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.

4. ***Force Account Review.*** The Regional Construction Engineer, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The Regional Construction Engineer will forward the change order to the Deputy Chief Engineer, Construction (DCEC). The DCEC, after review and approval, will forward the change order to the Office of the State Comptroller (OSC) for review and filing. Only after filing by OSC may the Engineer begin to process contract payments based on the change order, as the work is completed.

D. ***Time Related Dispute Compensation.*** The Contractor will only be eligible for extra compensation for expenses or costs which are identified as compensable. In the event any legal action is instituted against the State by the Contractor due to any such dispute for additional

compensation, whether due to time related dispute, delay, acceleration, breach of contract, or otherwise, the State's liability will be limited to those items which are specifically identified as compensable under Section D.1. *Recoverable Contractor Costs*. Nothing in this subsection is intended to create any liability of the State not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in the New York State Court of Claims. The remedies contained herein are exclusive.

1. *Recoverable Contractor Costs.* Only the following elements will be recoverable by the Contractor as "time related dispute compensation" provided they are actual, reasonable and verifiable. Any such adjustment will be made via change order. Escalated costs will include unanticipated higher or lower costs attributable, with appropriate credits, to the performance of work or portions of work in an extended time period due to extenuating circumstances beyond the control of the Contractor.

a. *Extra work.* The Contractor will be reimbursed for extra work required due to a time related dispute in accordance with Section B. *Force Account Work*, less any appropriate credit.

b. *Labor.* The Contractor will be reimbursed for documented escalated labor costs determined in accordance with Section B.1.a. *Labor.*

c. *Materials.* The Contractor will be reimbursed for documented escalated material costs determined in accordance with Section B.1.b. *Materials.*

d. *Equipment.* The Contractor will be reimbursed for documented escalated equipment costs less appropriate credits, determined in accordance with Section B.1.c. *Equipment.* The costs for idle equipment will be 50% of the ownership rate set forth in Section B.1.c. *Equipment.* Idle time shall not exceed 8 hours per day, 40 hours per week, or the annual usage hours established in the Equipment Watch Cost Recovery software. The Contractor will be reimbursed for backup equipment costs, in accordance with Section B.1.c.(6) *Backup Equipment.* Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed. No operating costs will be paid for idle equipment.

e. *Insurance.* The Contractor will be reimbursed for documented additional or escalated insurance costs during the extended period.

f. *Extended Contract Site Supervision and Management.* The Contractor will be reimbursed for documented additional or escalated contract site overhead costs during the extended period, including those for superintendents, project engineers, office engineers, CPM schedulers, clerical and other project level staff, but not including working forepersons. Allowable costs will include salary, Standard Labor Markup on salary, benefits not included in the Standard Labor Markup, and workers compensation insurance.

g. *Extended Contractor's Field Office Costs.* The Contractor will be reimbursed for fees paid to service provider(s) during the extended period, for required Contractor's field office rental, utility charges, potable water, sanitation, cleaning, etc.

h. *Bond Costs.* The Contractor will be reimbursed for documented additional or escalated bond costs during the extended period.

i. *Home Office Overhead.* The Contractor will be reimbursed for home office overhead at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*. The Contractor will be reimbursed for home office overhead at 10% of documented escalated equipment costs under Section D.1.d. *Equipment*. No home office overhead will be paid for idle equipment.

j. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*, except when Suspensions of Work Ordered by the Engineer applies, no profit will be allowed. The Contractor will be reimbursed for profit at 10% of documented escalated equipment costs under Section D.1.d. *Equipment*. No profit will be paid for idle equipment.

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as "time related dispute compensation," the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined above in Section D.1., an additional 5% of those costs for subcontract administration, and costs for Contractor insurances in accordance with Section D.1.e. *Insurance*.

3. *Non-Recoverable Costs.* In any dispute for time related compensation, the Department will have no liability for the following items and the Contractor shall make no claim for the following items:

a. Home office overhead in excess of that provided in Section D.1.i. *Home Office Overhead*;
b. Profit, in excess of that provided in Section D.1.j. *Profit*;
c. Loss of anticipated or unanticipated profit;
d. Labor inefficiencies and loss of productivity;
e. Consequential damages, including but not limited to interest on monies in dispute, including interest, which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on investment, or any resultant insolvency;
f. Indirect costs or expenses of any nature;
g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed the work in a satisfactory manner.
h. Attorney fees and dispute or claims preparation expenses.

E. *Acceleration Compensation.* The Contractor will be reimbursed for additional costs associated with acceleration directed by the Department in writing.

1. *Recoverable Contractor Costs.* The following elements will be recoverable by the Contractor as compensation for acceleration, provided they are actual, reasonable and verifiable. Recoverable costs include costs attributable, with appropriate credits, to the performance of work or portions of work during the original contract period, but at an accelerated rate, attributable to the Department's directed acceleration.

a. *Labor.* The Contractor will be reimbursed for additional labor costs, primarily the premium portion of overtime;

b. *Materials.* The Contractor will be reimbursed for additional material costs, primarily costs for accelerated production and delivery costs or additional fabrication costs associated with a revised delivery schedule;

c. *Equipment.* The Contractor will be reimbursed for additional equipment costs, primarily costs for mobilization and demobilization of additional equipment required;

d. *Insurance.* The Contractor will be reimbursed for additional insurance costs, including Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be paid that percentage of the portion of item Section E.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on a percentage of gross sales will be paid that percentage of the total of items in Section E.1.a. *Labor*, Section E.1.b. *Materials*, Section E.1.c. *Equipment,* Section E.1.e. Overhead, and Section E.1.f.*Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as acceleration compensation, the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined in Section E.1. *Recoverable Contractor Costs*, an additional 5% of those costs for subcontract administration, and the Contractor's costs for insurance in accordance with Section E.1.d *Insurance*.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall enter complete and accurate electronic data for each month, not later than the 15th of the following month, using EBO. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

A. Civil Rights Officer(s). The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the civil rights reporting software within 10 calendar days of any changes in these roles.

B. Workforce Participation Plan. At the pre-construction meeting, the Contractor shall submit a AAP 35 *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over $10,000, together and coordinated with the contract progress schedule, that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department has reviewed and accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

C. Equal Employment Opportunity (EEO) Monitoring and Reporting. The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor within the county, the Region, and/or the State. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to, the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

1. Employee Utilization Data. The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding $10,000 to the Department on a monthly basis, not later than the 15th of the following month. Data shall be submitted showing the total hours for each payroll week, separately through the end of the last full payroll week for that month. A payroll week only partially in a month shall be submitted for the next month. Payroll weeks are determined based on the firm's established payroll end date. Data shall include employee name, gender, ethnicity, and hours worked by trade(s) and classification. Employment utilization percentages are determined using data from the start of work up to and including the month being reported. For the purpose of

determining utilization percentages, the hours of female and minority employment are tabulated separately, and attainment percentages are calculated separately.

2. Federal-Aid Highway Construction Contractors Annual EEO Report. The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, reflecting the work force during all or any part of the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

3. Monthly Training Progress Report. When training is required, the Contractor shall submit a monthly training progress report to the Engineer not later than the 15th of each month. In addition to each Monthly Training Progress Report, the Contractor shall provide the Engineer a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date. This summary shall be provided in sufficient detail to allow the Engineer to determine whether the hours in the previous period are qualified hours under this pay item.

4. Contractor Compliance with EEO Requirements. If the Contractor fails to meet the EEO goal(s) for minorities or women, or demonstrate good faith efforts, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s), to demonstrate good faith efforts, or is in noncompliance with the nondiscrimination clauses, the Department may suspend additional contract payments, the Contractor may be directed to attend a hearing before the Contract Review Unit, or the Department may follow any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part.

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations. OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

D. DBE Monitoring and Reporting. The Contractor shall utilize the DBEs committed to at pre-award to perform the work or supply materials for which each is listed. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs.

If the Contractor has not executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may not make commitments to use the firm on the contract as a DBE, and attainments will not be credited toward the contract goal.

If the Contractor has executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may continue to use the DBE on the contract in accordance with the executed subcontract, and attainments will be credited toward the contract goal. Any new or extra work performed by the ineligible DBE not covered under the scope of the original executed subcontract will not be credited toward the contract goal.

When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items

that are available for DBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract and conduct additional DBE solicitation.

If a Contractor, in order to meet the DBE contract goal or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, a DBE that does meet the eligibility criteria of 49 CFR Subpart D, the U.S. Department of Transportation may initiate suspension or debarment proceedings against that firm under 2 CFR Parts 180 and 1200.

1. Report of Payments to Subcontractors and DBEs. The Contractor shall enter payment data into EBO for all Subcontractors and for all DBEs that are due a payment or have received a payment, within 14 days of receipt of payment from the Department, in order to measure DBE goal attainment and to monitor Contractor compliance.

The Subcontractor or DBE shall acknowledge receipt of payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the U.S. Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate $0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order(s) that have not been approved. The Subcontractor or DBE shall acknowledge receipt of final payment not later than 7 calendar days after receipt or by notification by the Contractor that a separate $0.00 entry indicating final payment was entered in the civil rights reporting software.

2. Monitoring Commercially Useful Function (CUF) by DBEs. The Contractor shall monitor the work of the DBEs to ensure each performs a Commercially Useful Function and can be properly counted towards the Contractor's DBE commitments.

The Department will review the work, services or products provided by each DBE to verify the performance of a Commercially Useful Function. To determine whether a DBE has performed a Commercially Useful Function, the Department may also examine similar transactions, particularly those in which DBEs do not participate.

If the Department determines that some or all of a DBEs work does not constitute a commercially useful function only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

Upon request, each DBE Subcontractor shall provide additional documentation to the Engineer for the purposes of monitoring Commercially Useful Function. Such documentation may include, but not be limited to: confirmation that the workforce provided meets the requirements; a copy of purchase order(s) for all material incorporated into the work; and a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer.

Upon request, the Contractor shall provide a copy of a purchase order(s) for all material, supplies, articles, or equipment provided by a DBE Manufacturer, Fabricator, or Material Supplier and a copy of a purchase order(s) that details the work product(s) provided from each DBE Professional Service to the Engineer.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. For DBEs, commercially useful function determinations by the Department are subject to review by the Federal Highway

Administration (FHWA) but the determination may not be administratively appealed to USDOT.

3. Revisions to DBE Participation. The Contractor shall obtain Department approval for substantial revisions in DBE participation prior to implementing any proposed change through submission of a revised AAP19 *DBE Schedule of Participation* using the Department approved civil rights reporting software. Unless approval for revision is granted, Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE participation to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the remaining amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s). Upon request, the Contractor shall provide documentation of good faith efforts within 7 days, which may be extended for an additional 7 days if necessary, at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE participation:

- Adding, removing or substituting a DBE.
- Adding new item(s) of work to a DBE within a core (3 digit) contract pay-item number not currently approved.
- Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.
- Changes in participation due to major differences between estimated quantities and actual work performed.

The following modifications will not be considered a substantial revision in DBE participation:

- Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same core (3 digit) contract pay-item number to a DBE.
- Substituting similar dollar values of work within a currently approved core (3 digit) contract pay-item number.
- Changes in participation due to minor differences between estimated quantities and actual work performed.

a. DBE Program. In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Participation plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the prime contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract,
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does

not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor,

- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness,
- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;,
- The Department has determined that the listed DBE is not a responsible contractor,
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal,
- The listed DBE is ineligible to receive DBE credit for the type of work required,
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract,
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

4. Contractor's Compliance with DBE Program Requirements. If the Contractor fails to meet the DBE participation commitment(s), to exert a good faith effort, or otherwise fails to comply with the DBE Program requirements, the Department will take appropriate actions. Such actions may include, but not be limited to: suspension of contract payments; direction to the Contractor to attend a hearing before the Department's Contract Review Unit; or any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part of the contract agreement.

Where the Department determines that the Contractor is not in compliance with the requirements of the contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the DBE participation goal, the Contractor will be obligated to pay to the Department Liquidated Damages.

Such Liquidated Damages for failure to meet the DBE requirements shall be calculated as an amount equaling the difference between the amount committed to the DBEs by the Contractor at award and the amount actually paid to the DBEs for work performed or materials supplied under the Contract, not including any amount for work deleted by the Department or work which a DBE declined or failed to reasonably perform.

If a determination has been made which requires the payment of Liquidated Damages and such identified sums have not been withheld by the Department, the Contractor shall pay such Liquidated Damages to the Department within sixty (60) days after they are assessed.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 26 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

E. Compliance Reviews. The Department conducts annual civil rights contract compliance reviews of selected Federal-Aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

MATERIAL ACCEPTANCE RECORDS.

Whenever any specification provides for Approved List, Material Certification or Manufacturer's Certifications as a Basis of Acceptance, the Department reserves the right to sample and/or test any material prior to incorporation in the work. Approved List shall mean the list which is current on the date of incorporation of material into the work. The Contractor may request reimbursement from the Department for additional costs for materials that were purchased after contract award and prior to the product being removed from the Approved list but are removed from the Approved list after contract award.

Some specifications reference a Manufacturer's Certification or a Material Certification as evidence of acceptability of specific materials or products. A Manufacturer's Certification can only be properly executed by the Manufacturer or Producer of the material or product. When manufactured products are subsequently modified by another party such as a Fabricator or provided by a Material Supplier other than the Manufacturer, an additional Material Certification from each party that modifies or takes ownership of the product prior to the installation of the material shall be provided in addition to all of the previous certifications.

A. Material Certification. When products are supplied by a Manufacturer, Producer, Fabricator, or Material Supplier, a Material Certification that includes the essential components outlined below shall be provided to the Engineer.

1. *Identification of Manufacturer or Producer.* Name of the company and address of its manufacturing or producing facility.

2. *Identification of Material or Product.* Generic name of the material or product and the corresponding Section 700 Materials and Manufacturing material code.

3. *Identification of Shipment.* Sufficient detail to describe the quantity contained in the shipment, the contract number and a date of shipment. A Material Supplier's Certification shall clearly indicate that the shipment is all or a portion of the quantity detailed on the accompanying Manufacturer's Certification.

4. *Statement of Conformance.* The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

If the material in the shipment contains steel and/or iron, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements."

If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

5. *Certification Execution.* The certification shall be signed by a person authorized to legally bind the company, as indicated by statement or title/position. Notarization of the signature is not required.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

BUY AMERICA REQUIREMENTS

In accordance with 23 USC 313, 23 CFR 635.410, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL) permanently incorporated predominantly steel and/or iron materials, manufactured products, and construction materials shall be domestically produced.

A. Control of Materials.

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore, and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized, and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Federal-Aid Contracts

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials incorporated into the contract shall be produced/manufactured in the United States as follows:

a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product. Manufactured products mean articles, materials, or supplies that have been: (i) processed into a specific form or shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply that is or

consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; or
- Drywall.

Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material. Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; or Section 709179(c) materials. 709179(c) materials include cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives).

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; (3) a construction material; or (4) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed. The classification of an article, material, or supply falling into one of the four categories must be made based on its status at the time it is brought to the work site for incorporation into the project.

For Federal-Aid Contracts, FHWA allows the Contractor to permanently incorporate in the construction of the contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

For Federal-Aid Contracts, USDOT's Waiver of Buy America Requirements for De Minimis Costs and Small Grants allows the Contractor to permanently incorporate in the construction of a contract (under a single financial assistance award) a minimal amount of foreign manufactured products and construction materials, if the total value of the non-compliant products/materials is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project. This does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4), and stated above, continues to apply for steel and iron. The "total applicable costs for the project" are defined as the cost of materials (i.e., steel/iron, manufactured products, and construction materials) used in the project that are subject to Buy America, including materials that are within the scope of an existing waiver. Based on USDOT's waiver, if the total amount of federal financial assistance applied to the project, through awards or subawards, is below $500,000, then Buy America does not apply.

B. Waivers.

Federal-Aid Contracts.

The Contractor may request a waiver if it can be demonstrated that:

a. Applying a Buy America preference would be inconsistent with the public interest (a "public interest waiver");
b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a "nonavailability waiver); or
c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver) .

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

C. Certifications.

A Manufacturer's Certification is required to certify that the material/product is of domestic origin. Acceptable statements are: "Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 *Buy America*" (acceptable for steel/iron, manufactured products and construction materials) or "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*" (acceptable for steel/iron and manufactured products only) or "Conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only). Certifications shall comply with §106-04 *Material Acceptance Records.*

REQUIRED IN ALL FEDERAL AID CONTRACTS.

USE OF UNITED STATES-FLAG VESSELS

In accordance with the Cargo Preference Act and 46 CFR 381, the requirements below apply to material, equipment, or commodities that are acquired for a specific Federal-aid construction contract and transported on ocean vessels (or transported across the Great Lakes). The requirements are not applicable to goods or materials that come into inventories independent of a specific Federal-aid construction contract.

A. The Contractor shall utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

C. The Contractor shall insert the substance of the provisions of this section in all subcontracts issued pursuant to the contract.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

Appendix 12-3 (Rev. 04/2022)

CONSTRUCTION MANAGEMENT PLAN **Version Date:** _____

PIN: _____ **TITLE:** _____

LOCATION: _____ **COUNTY:** _____

SPONSOR CONTACT INFORMATION:

NAME: _____ TITLE: _____

MAILING ADDRESS: _____

_____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

I. Supervision of Project:

a. Roles and Responsibilities

The Responsible Local Official (RLO) shall be the Project Manager, unless defined otherwise in this document. The RLO will be: _____

The Sponsor will provide a Project Manager (PM), who is always a full-time public employee, to be in responsible charge of the project (see LPM 12.2.1 for PM's role and 15.2.3 for PM's duties). The inspection staff will be under the direction of a currently registered New York State Licensed Professional Engineer and must be familiar with NYSDOT specifications and procedures.

The project will be staffed by: _____

The Engineer-In-Charge (EIC)/Resident Engineer (RE) shall monitor the execution and progress of the project and shall be responsible for ensuring conformance with the contract plans and specifications, approving and forwarding contractor payment requisitions to the Sponsor's Project Manager, and monitoring the Work Zone. The EIC/RE will verify the accuracy of quantities entered by the Office Engineer. The EIC/RE will maintain an Engineer's Diary in accordance with the NYSDOT Manual of Uniform Record Keeping.

The Office Engineer (OE) will review Inspector Reports for accuracy, enter quantities into a tracking database, ensure Material Acceptances are correct and filed, develop and document estimates of completed work and prepare contractor payment requisitions.

The Designer will be available to answer questions regarding NEPA determinations, project development, commitments made to property owners that may not be evident in the construction documents, field change requests, shop drawing review and approval, and other issues that occurred prior to the project letting.

The Inspector(s) shall monitor and document daily construction activities of the contractor for conformance with the contract plans and NYSDOT specifications; take measurements of all unit price items and compute quantities of completed work and monitor the execution of the project's maintenance and protection of traffic plan to assure the Contractor adheres to the contract

requirements. Inspector reports will be maintained in accordance with the NYSDOT Manual of Uniform Record Keeping. All Inspectors shall be competent to perform the tasks assigned.

The Sponsor and/or Consultant hereby certifies that all Inspectors assigned to this project are both competent and National Institute for Certification in Engineering Technologies (NICET) **certified to perform their work.**

Role	Name	Title (i.e., PE / NICET level)	Employed By
Project Manager			
EIC			
RE			
OE			
Inspector			
Inspector			
Inspector			

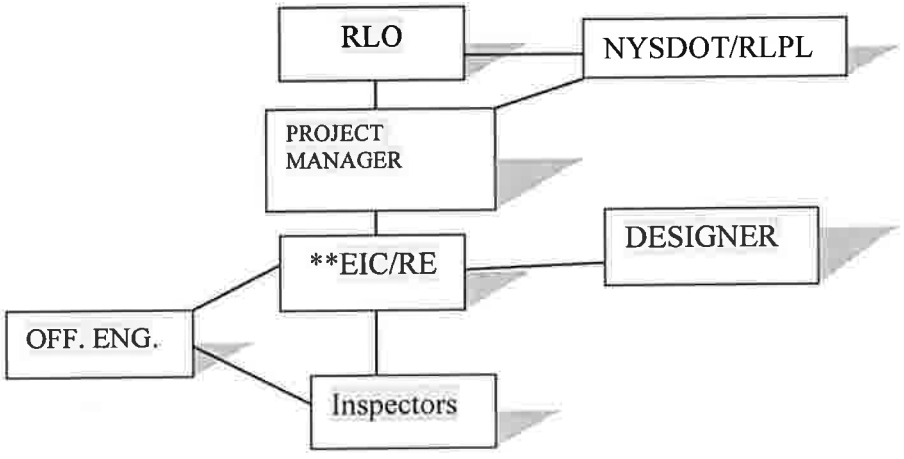
****Sponsor will not change project staff unless and until a revised CMP is submitted to and approved by the RLPL. WORK INSPECTED BY UNAPPROVED INSPECTOR(S) MAY NOT BE REIMBURSED.**

b. Consultant and Funding
Identify whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded?
Indicate which funding applies: _____

c. Inspection Staff Qualifications

ATTACH RESUMES AND CERTIFICATIONS FOR ALL STAFF

d. Chain of Command
The project staff hierarchy is illustrated in the organizational chart below. The final determination for dispute resolution will rest with the Responsible Local Official.



**** EIC = Sponsor's Employee RE = Consultant's Employee**

e. Governing Specifications
NYSDOT Standard Specifications of [date issued], plus any and all revisions and applicable Engineering Instructions and Engineering Bulletins.

f. Local Projects Manual (LPM)
This project was developed, and construction will be progressed, according to NYSDOT's LPM.

g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held to review federal aid and NYSDOT requirements. The following or their representatives must be present, as applicable: Sponsor, Contractor, EIC, RE, CI Consultant Project Manager, NYSDOT Permit Engineer/Inspector, RLPL, Utilities, Railroads, and any affected party deemed necessary by Sponsor. **It is the responsibility of the Sponsor to schedule and coordinate this meeting and distribute meeting minutes.**

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
This contract has a ____% DBE participation goal. (Only for Federally-funded projects.)

b. Minority and Women-Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals

(Only for State-funded projects.)
This contract has a _____%MBE and a _____%WBE and a ____%SDVOB participation goals

c. Equal Employment Opportunity (EEO) Goals
This project has a ____% EEO Minority Goal.

This project has a **6.9%** Women's Goal (for all projects in New York State).

d. Permits
The EIC/RE will ensure that the Contractor is fully aware of the requirements and special conditions of the NYSDOT Highway Work Permit (HWP), NYSDEC, NYCDEP, and United States Army Corps of Engineers (ACOE) Permits or any other permits affecting this project. Permits required for this project are:

Issuing Agency	Date Received	Follow up if required	Date Expires

If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List Requirements

f.Commitments contained in the Design Approval Document that are to be fulfilled during construction are as follows:
List any

g. Project Schedule
The following Construction Phase Milestones as per the approved Project Management Plan (PMP) shall be adhered to:

_____ Contract Award Date
(Date of the notification to the Contractor of the Award of the Contract by the Sponsor.)

_____ Date Substantial Completion of Construction to be completed by.
(See LPM Ch 1 for definition.)

_____ Date Punch list work to be completed by.

_____ Date Final Inspection to be completed by

_____ Date of Contractor's Construction Contract Completion.

Anytime these dates are not met during the duration of the construction contract, the CMP must be updated and approved.

_____ Date of Final Acceptance of construction contract.

_____ Date of Contractor's Final Agreement.

h. Special Requirements
List any

i. Water Quality Protection
NYSDOT Standard Specifications 107-12 is a joint responsibility of the Sponsor, as the owner and the holder of the environmental permits, and the Contractor. The Contractor shall protect all water resources within the contract limits and on lands adjacent to or affected by the work and take measures to maintain water quality of receiving water bodies. The EIC must review and approve the Contractor's soil erosion and sediment control plans and progress schedules included in the contract documents prior to the start of construction.

j. As-built plans documentation procedures
Explain how As-Builts will be maintained, who is responsible for updating and who will receive copies of the As-Builts.

III. Contract Administration

a. Subcontractor Approval Process
The Contractor will enter into NYSDOT's approved civil rights reporting software anticipated subcontractors and material suppliers to be used on the project within **five (5)** calendar days of notification as apparent Low Bidder.

The EIC/RE will ensure that the subcontractor(s) are not on the Debarred Contractor List.

The EIC/RE will remind contractors of the requirements of Form FHWA 1273.I.2, which states that the Contractor shall physically insert all of the stipulations of the contract into all contracts with the subcontractors and that the prime contractor is responsible for the compliance of all subcontractors. Any subcontract found lacking these stipulations will not be eligible for reimbursement. The Sponsor **must** provide assurance to the RLPL that each subcontractor's eligibility has been verified.

The Contractor, Subcontractors, and DBE/MWBE/SDVOB suppliers will utilize NYSDOT's

approved civil rights reporting software, currently *Equitable Business Opportunities* (EBO). The Sponsor will monitor prime's payments to the subcontractor and ensure that subcontractors are paid promptly per NYSDOT specifications. Prime must pay subcontractors within seven (7) calendar days of receipt of payment from the Sponsor.

Approval of Subcontractors in EBO, by Sponsor, will be considered assurance all eligibility has been verified. WORK PERFORMED BY ANY UNAPPROVED SUBCONTRACTOR WILL NOT BE REIMBURSED.

The Sponsor will include a copy of the "Prompt Payment" report from EBO and documentation of any corrective action taken with each request for reimbursement.

All primes and subcontractors MUST have an NYSDOT approved CCA-2 on file to be awarded a contract.

The Sponsor's PM will check, verify and document that each DBE Subcontractor and supplier is performing a "Commercially Useful Function" (CUF) at least once per construction season.

b. Change Order Approval Process

Change Orders will be processed using the current NYSDOT Change Order forms or equivalent forms in commercial software. The EIC/RE shall recommend approval to the Sponsor's Project Manager, who will have final approval.

After the Sponsor review and before final approval, a copy of **all** Change Orders will be sent to the Regional Local Projects Liaison (RLPL).

Prior approval **must** be obtained from the RLPL for any Change Order that:

1. adds significant* new item(s),
2. Significant changes for any project on the NHS,
3. Adds significant changes within the contract scope and limits,
4. changes the character of the work materially, in-kind or nature, from that included in the original proposed construction contract,
5. changes the quantity of any major item of work, fixed quantity item, or composite item (as defined in the contract) above 125% or below 75% of the original contract quantity,
6. proposes changes outside the contract limits,
7. proposes changes outside the contract scope,
8. the value of the proposed change exceeds the amount established in the State/Local Agreement.
9. Total net value of all changed work exceeding the field change payment item established for the project in the contract plans.

*Significant, as defined in the NYSDOT Standard Specifications, Sec.104-04 Significant Changes in the Character of Work, or as defined in the contract documents.

The EIC's written direction to the Contractor will be required before executing any additional work contemplated in a Change Order. The Sponsor will enter Change Orders into EBO.

c. Procedures to Ensure D/M/WBE/SDVOB Compliance

In accordance with the DBE section of Chapter 14 and the M/WBE/SDVOB section of Chapter 19 of the LPM, the Contractor will make good faith efforts to utilize D/MBE/SDVOBs as their subcontractors. The Sponsor and the Contractor will collaborate on all D/M/WBE/SDVOB

reporting requirements.

ALL D/M/WBE/SDVOB REPORTING WILL BE DONE IN EBO. The Sponsor's PM will monitor D/M/WBE/SDVOB goals on a monthly basis, at a **minimum,** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-12, *D/M/WBE Participation*

The Sponsor will include a copy of "D/M/WBE/SDVOB Attainments Report" from EBO and documentation of any corrective action taken with each request for reimbursement.

d. Procedures to Ensure Workforce and EEO Compliance
The EIC/RE will interview the Contractor's EEO Officer to ensure the Contractor is thoroughly familiar with the Code of Federal Regulations (CFR): specifically, Title 41, Chapter 60, 60-1.1, Equal Opportunity Clause and 60-4, Construction Contractors, Affirmative Action Requirements; and Form FHWA 1273.III, Non-segregated Facilities; all of which are included in the Bid Proposal. The Resident Engineer or Office Engineer will monitor the Contractor's compliance with these requirements.

Revisions to the planned workforce, especially compliance to correct shortfalls in EEO goal attainment, will be documented by an updated AAP-35, Workforce and Training Utilization Schedule form, which will be reviewed by the EIC and accepted by the PM/RLO. To reinforce 102-11.D, the Contractor is expected to make substantially uniform progress in meeting its goals.

ALL EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or PM **must** monitor EEO goals on a monthly basis at a **minimum** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, *Equal Employment Opportunity Requirements.*

The Sponsor will include a copy of the "Monthly Utilization" report from EBO and documentation of any corrective action taken with each request for reimbursement.

e. Wage Rate Compliance Procedures
Sponsors must comply with the following:

- Collect and maintain all payroll records for 5 years after the completion of work.
- Designate, in writing, the individual responsible for collecting payrolls from the Prime Contractor.
- The Sponsor's designated employee's name must be posted in a conspicuous location at the project.
- **All certified payroll data will be entered in EBO by Prime and Subcontractors**.

The Sponsor must make the Prime Contractor's filing of payrolls with the Sponsor a condition of payment. If the Prime Contractor fails to file payrolls or willfully underpays wages, the contractor can face possible felony charges.

The EIC/RE will:

- Audit the Contractor's Certified Payroll weekly in accordance with NYSDOT Contract Administration Manual (CAM) Section 102-10.I.C. (Completion of payroll audits are to be noted in EBO.)
- Conduct wage rate interviews using the MURK 10 form with at least one member of each trade and at least twenty percent of the Contractor's labor force by the end of the project.

The statement of compliance as required by Form FHWA 1273.IV, 3, Payroll and Basic Records, will be strictly enforced. The OE/RE/EIC will compare the actual pay rates and supplemental benefits paid to the labor force with the State and Federal Wage rates published in the Bid

Proposal.

The Contractor will be advised immediately in writing if there is a violation of this contract requirement and will have one week to rectify the disparity.

f. Procedures to Ensure Work Zone Safety

The EIC should ensure that the contractor's and subcontractor's site-specific work zone traffic control (WZTC) plans are checked and updated as needed in accordance with Section 619 of the Standard Specifications. Subcontractors should coordinate all their site-specific WZTC plans directly with the Contractor as necessary prior to beginning work.

The contractor shall designate and identify a WZTC person. This person will have primary responsibility and sufficient authority for implementing the WZTC plan and other safety and mobility aspects as necessary.

Indicate who the Contractor's WZTC person will be: _____.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a Stop Work order in the case where the contractor fails to comply with any requirement or provision in the contract documents or with any State or Federal law or regulation; or where nonconformance with the WZTC provisions is causing serious disruptions to traffic operations.

g. Procedures to Ensure Worker Safety

In accordance with Section 107-05B of the Standard Specifications, the EIC/RE will have the contractor's and subcontractor's **site-specific** Project Safety and Health Plan on file **PRIOR TO** the start of any work on site.

The contractor/subcontractor shall identify in the site-specific safety plan at least one person skilled in safety and health procedures and familiar with State, and Federal safety and health regulations, whose responsibility it is to monitor methods and procedures. This person shall be deemed qualified by the contractor/subcontractor by virtue of training and experience, will attend the pre-construction meeting, and will review and approve all safety plans and procedures the contractor/subcontractor will employ in the performance of the work.

In accordance with Section 107-05B of the Standard Specifications (and in compliance with NYS Labor Law Section 220-h), the contractor will provide proof of completion of the OSHA 10-hour safety course for each employee with the first payroll and with subsequent payrolls for new employees as necessary. The EIC will retain documentation of the contractor's weekly safety talks and attend when practicable.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a stop-work order in the case of imminently hazardous working conditions or serious safety violations where conditions are considered to be sufficiently deficient as to seriously affect the safety of the public or the workers employed.

h. Claim and Dispute Resolution Procedures

Claim and Dispute Resolution Procedures will follow those specified under NYSDOT Section 105-14, Dispute Resolution and Disputed Work Provisions to settle claims and disputes. The EIC/RE will organize and coordinate the dispute resolution process and (Sponsor's highest-ranking authority **names** this person and title) will make the final finding upon the recommendation of the PM.

i. Scheduling and Time Extensions

As required under NYSDOT Section 108-01, Start and Progress of Work, the contractor will be required to provide a work schedule at the Pre-construction Meeting. The schedule will include

Construction Phase milestone dates. The EIC/RE and the Project Manager will review this schedule and monitor the Contractor's compliance with this schedule. If the Contractor does not progress the work at the rate proposed, he will be advised in writing of the failure to comply with his schedule, and he will be ordered to provide an updated schedule indicating the means that he will use to guarantee the completion of the project on time.

A time extension request shall identify the projected revised construction milestones: Substantial Completion and Construction Contract Completion. The Contractor will provide a Time Impact Analysis (TIA), comparing the accepted schedule to the modified schedule identified as documentation to the request.

No extensions of time will be allowed unless specifically negotiated under Section 105-14, Dispute Resolution and Disputed Work Provisions. Time extensions are considered (no-cost) change orders and are subject to review by the RLPL before final approval per PDM Exhibit 4-3.

j. Record Keeping and Record Retention Procedures

The project will be administered and monitored using the NYSDOT Manual of Uniform Record Keeping (MURK). Staff listed in Section I. a. will complete daily logs and any special daily reports in the NYSDOT Construction Inspection Manual (CIM), including activity-specific MURK forms such as structural concrete and asphalt paving reports.

Upon completion of the project, all documents will be cataloged and copied. Original documents will be retained by the Sponsor. Closeout materials requested by the RLPL will be provided in accordance with LPM, Chapter 17. **All documents will be retained for seven (7) years** after the State/Local Project Agreement has been closed.

Where work is performed on State Highway Right of Way, the Sponsor will provide NYSDOT Permit Department with one complete set (copy) of the project records.

The Sponsor will use a commercially available Web-based software, such as Appia, for record-keeping and payment accounting. Such software must be capable of correlating payments to material and other certifications and should flag and/or prevent payment for work not certified per specifications. Additionally, such software must be capable of tracking multiple PINs with multiple financial and/or engineering shares, where applicable. The Sponsor will provide the RLPL with a User ID and password(s) to access the project records.

Please state which software will be used _____.

k. Contract Payments

- The Sponsor will record all contract payments to the prime contractor in EBO.
- When the Sponsor makes FINAL PAYMENT to the prime contractor, the Sponsor will inform the RLPL of this date in writing as well as the last day of work on-site. The final payment will be marked as such in EBO, e.g., ESTIMATE #xx-FINAL.
- The prime contractor will record all payments to all subcontractors and suppliers in EBO.
- Prime contractors, subcontractors, and suppliers will **PROMPTLY** acknowledge receipt of contract payments in EBO.
- The prime contractor will identify in EBO, and Sponsor will verify that **ALL SUBCONTRACTORS AND SUPPLIERS WHO ARE DBE CERTIFIED**, even if the DBE goal is 0%.
- The Sponsor will monitor EBO and verify that the prime contractor has **PROMPTLY** paid subcontractors and suppliers after each payment to the prime contractor. Prompt Payment requirement is for the prime contractor to make payments within seven (7) calendar days of receipt of payment from the Sponsor.

I. Other Requirements - Communications

To facilitate project progress and communication, regular meetings will be held between the RLO/PM, engineer/consultant, contractor, and the RLPL. Minutes of progress meeting will be forwarded to all parties. [Add instructions from Sponsor.]

IV. Construction Inspection

a. Inspection Plan

See Section I a. and state any further requirements here.

b. Quality Control/Quality Assurance Plan

The prime contractor and its suppliers will be responsible for Quality Control of all aspects of Supplies, Materials, and Construction Procedures. The Sponsor will develop a Quality Assurance Plan. The PM will make periodic visits to the Jobsite to ensure the work is completed in accordance with the contract proposal and NYSDOT Standard Specifications. The EIC/RE will be interviewed by the Project Manager prior to the start of the project to ensure they are fully familiar with the inspection procedure for any item of work in the project prior to the start of work on that item. NYSDOT CIM will be referenced for that assurance.

c. Inspection for BridgeNY Culvert Projects

A BridgeNY Culvert project may not require full-time inspection. At the minimum, the project must have inspection during the construction of the critical operations of the project. These include but are not limited to:

- Backfill operations
- Check rebar/concrete pours
- Check grade/installation of metal culverts
- Check fine grading/paving operations

A MURK daily work report will be filled out on the days when an inspector is inspecting construction operations. All Daily Inspection Reports will follow Manual of Uniform Record Keeping. All quantities will be reported from the operations inspected according to MURK. Any work completed in the days prior and not having inspection will be described on this report allowing no gap in reporting.

d. Material Testing Procedures

Project On-site Material Testing

The Sponsor is responsible for all material testing and acceptance that occurs at the project site. These duties cannot be assigned or delegated to the contractor. The material testing procedures must be tailored to each project. Use of the NYSDOT Construction Inspection Manual (CIM) for guidance on frequency and amount of testing. Consultant Inspectors and/or an Independent Testing Company Technicians performing the Quality Assurance testing of concrete material must be American Concrete Institute (ACI) certified. Consultant Inspectors and/or an Independent testing Company Technicians will approve/certify all construction materials. The individuals performing the Quality Assurance must be IAST certified and must be from a different firm from those performing the Quality Control testing.

In addition to NICET certification, all Inspectors and/or Technicians performing sampling and testing and /or Inspection functions must be currently certified as follows:

- Earthwork: Soils and Aggregate Inspector Certification, New England Transportation Technician Certification Program (NETTCP), or equivalent.
- Concrete: American Concrete Institute (ACI) certification as appropriate or equivalent.
- Nuclear Gauge Density Testing of Hot Mix Asphalt: Density Gauge Inspector Certification, The Associated General Contractors, New York State Chapter or equivalent.
- Erosion & Sedimentation Control: NYS Professional Engineer, or Certified Professional on Erosion and Sediment Control (CEPESC), EnviroCert International, Inc.
- Work Zone Traffic Control: minimum of two (2) days classroom training on a recognized training program or one day of classroom training plus responsible experience. Acceptable courses include:
    - FHWA – NHI 133112 – Design & Operation of Work Zone Traffic Control.
    - NSC – Temporary Traffic Control Design and Supervision.
    - ATSSA – a) Traffic Control Supervisor (TSC) Course and b) Urban Work Zone Design Course.
- Certificates – the RE/OE will verify that each certificate is **current** and **valid**, make a photocopy, and file with project records.
- The Construction Inspection consultant and/or Sponsor will develop and implement a **Quality Management Plan (QMP)** to ensure that work performed meets the terms of the contract inclusive of:
    - Means to coordinate and direct the activities of staff and any Sub-consultants
    - A description of field staff oversight policy for ensuring the quality of inspection and recordkeeping, including the individual/officer performing these functions and the frequency of the reviews.
    - Compliance with Manual on Uniform Record Keeping (MURK); contract administration, inspection, testing, materials acceptance, and documentation.
    - Weekly review of Equitable Business Opportunities (EBO) Software for Civil Rights Monitoring & Reporting.
    - QC/QA sampling and testing plan, including approvals process.
    - Maintenance, calibration, and certification of testing equipment.
    - Monitoring contractor's operations for safety compliance.
    - Address/eliminate any "Conflict of Interest."
    - Safety of Inspection staff.
    - Verification and maintenance of staff licenses and certifications.
- **The Quality Management Plan must be appended to and become part of this CMP.**
- Independent Testing Labs –
    - All non-State Transportation Department (non-STD) Labs must be certified and meet AASHTO R18 requirements at a minimum, or comparable FHWA approved accreditation.
    - All personnel must be qualified for sampling and testing
    - Non-STD Labs may perform **only one** of the following on a project:
        - Verification testing
        - Quality Control testing
        - Independent Assurance testing
        - Dispute resolution testing

COMPLETE AND APPEND a QA Table using the format below for **all contract items/materials requiring testing/certification**:

Item #	Item Description	Material Certifications (Off-Site QA) *Yes/No? Type?*	Person Responsible for Off-Site Quality Assurance (QA) *Name*	On-Site Testing /Certifications (QA) *Yes/No? Method?*	Person Responsible for On-Site QA *Name*

Sponsor is responsible for the accuracy of the contents of the QA table.

In-Plant Material Quality Assurance Testing

The RLPL must be advised at least seventy-hours prior to the first plant order. The RLPL will make arrangements with the Regional Materials Unit to verify that the plant source has a current State DOT approval for all "In-Plant" inspection for the production of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). Call-in procedures are subject to strict adherence. The EIC must inform the contractor of the proper notification process:

- **CALL-IN PROCEDURE:**
  - **Contractor must call in the order to the plant BY 3:00 PM on the business day BEFORE the day of delivery,**
  - **Provide the plant with 6-digit PIN and Contract LD#; and,**
  - **Inform the plant that the project is a NYSDOT Local Project, so the order must be conveyed to the Regional Materials Unit.**
- **Asphalt and concrete will be provided only by NYSDOT approved plants.**

NYSDOT Materials Bureau (Albany) will provide all quality assurance inspections for all bridge bearings. The EIC/RE will provide the RLPL with an electronic copy of the approved shop drawings, and RLPL will arrange for the inspections by contacting the Materials Bureau.

d. Shop Drawing Approval Process
Shop drawing review will be the responsibility of the design engineer through the EIC/RE. The review time will be as allowed by the NYSDOT Specifications and/or Contract Plans for the subject item.

e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting State Highways by submission of the Roadwork form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The EIC/RE will notify all permitting agencies listed in Section II. c. of the schedule of each project. No work will be progressed prior to the full execution of any permit.

b. Anticipated efforts to coordinate with affected utility companies and railroads
Affected overhead or underground utilities have been notified.
[List here what has been or needs to be accomplished if relocations are required].
The EIC/RE will notify the appropriate utilities when construction is complete so that any temporarily relocated facilities can be returned to permanent locations.

c. Commitments made to other municipalities, emergency service providers, schools, etc.
The Project Manager will be responsible for keeping the public, affected property owners, and key organizations apprised of road closure and construction activity. Dates of road closures will be published in local newspapers. Affected schools, police, fire departments, ambulance

companies, and other affected organizations will be notified. The EIC/RE and the Contractor will coordinate closures and inform the Project Manager at least 1 week prior to closures or staging changes.
[List the key organizations here]

d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements, or other unfulfilled commitments made in the Design Approval.
[List any items here or state there are none]

e. Anticipated efforts to address all special requirements.
Special requirements are requirements that are outside the PE, Design and Construction phases, but require documentation.
[List any here or state there are none]

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The project close-out will be the responsibility of the EIC/RE. The project will be inspected by the EIC/RE and the Project Manager for completeness. If the project is deemed to meet the contract requirements, the Sponsor will notify the RLPL that a final inspection can be performed. Where work involves a NYSDOT Highway Work Permit, e.g., work in State Highway Right of Way, the supervising Permit Engineer and/or Permit Inspector must also be invited to the final inspection. It will be the responsibility of the Sponsor or Agent to coordinate with the RLPL and Permit Engineer/Inspector to attend this final inspection.

After approval by all parties, the Final Payment request will be completed by the contractor and submitted to the EIC/RE so that final payment can be made.

The Sponsor will notify the RLPL of the project acceptance and final payment and provide all required close-out information to close the State/Local Agreement.

CMP Approval:

RLO	_____ Signature	_____ Print Name	_____ Date
RLPL	_____ Signature	_____ Print Name	_____ Date
EIC	_____ Signature	_____ Print Name	_____ Date
RE	_____ Signature	_____ Print Name	_____ Date

DIRECTIONS FOR COMPLETION OF CONSTRUCTION MANAGEMENT PLAN (CMP)

THIS DOCUMENT IS TO BE REVISED WITH ANY CHANGES IN STAFFING, PROCEDURES, METHODS, OR REQUIREMENTS THROUGHOUT THE LIFE OF THE PROJECT.

The CMP should be reviewed periodically, such as before a monthly progress meeting to see if changes are needed. Updates can be made via email to the principals identified in Section 1, Supervision of Project. If the CMP itself is modified, the new version should show new material highlighted and old material struck out.

Some revisions may require new signatures of the Responsible Local Official (RLO), Regional Local Project Liaison (RLPL) and Engineer-in-Charge (EIC).

Header Information
Indicate the PIN, Title, Location and County of the project.

SPONSOR CONTACT INFORMATION:

Provide the Name, Mailing Address, Telephone Number, Fax Number and email address of the Sponsor.

I. Supervision of Project
a. Roles and Responsibilities
The language within this section should not be revised or amended other than to indicate who the Responsible Local Official will be and, based on the descriptions provided, complete the chart with the identified personnel.

Regional Local Projects Liaison (RLPL): The person(s) from New York State Department of Transportation's (NYSDOT) Regional office, who represents NYSDOT, provides technical and process guidance, exercises project oversight on behalf of NYSDOT and the Federal Highway Administration (FHWA) and processes the Sponsor's reimbursement requests.

Sponsor: The State, county, city, town, village or other public agency, public authority or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire Right-of-Way (ROW), advertise, open bids, award, and administer contracts for locally administered Federal aid transportation projects. The Administering Agency may also be referred to as the local public agency, agency, local government, municipality, owner, or Sponsor that is the subrecipient of federal aid.

Responsible Local Official (RLO): The project facility owner's top official who has the authority to enter into an agreement with NYSDOT to progress a transportation project and grant project approvals (RLO examples: mayor, town supervisor, county executive, chair of the county board of supervisors, state agency commissioner, etc.). With the exception of Design Approval, Non-Standard Feature Approval, and Contract Document Approval, the top municipal/agency official may delegate the authority to another official (e.g., highway superintendent, municipal engineer, chief financial officer, deputy commissioner).

Project Manager (PM): Title ***23 CFR 635.105(c)(4)*** requires a full-time employee of the Sponsor to be in responsible charge of the project (e.g., make engineering decisions on behalf of the Sponsor/owner) even when using consultants to provide engineering and construction inspection services or project management. The PM will report to the RLO who will have ultimate oversight

and responsibility for the project. The PM and the RLO may be the same individual, unless defined otherwise in this document.

Project Engineer or Project Designer: The person who will provide engineering support during construction, such as the consultant's or Sponsor's Project Designer. This person usually is a PE qualified to stamp plans and shop drawings on behalf of the RLO. The Project Engineer may report to the PM.
Note: The Project Engineer or Project Designer is not the same as the Contractor's engineer.

Engineer-In-Charge (EIC): The Sponsor's or consultant's staff person who will be on-site at all times to monitor construction and oversee the Contractor's/subcontractor's activities. The EIC may or may not be a professional engineer and may report to a consultant Project Manager (add role if applicable) or the Project Engineer.

Inspector(s): The Sponsor's or consultant's staff person who will be on-site to monitor construction.
NOTE: Inspector(s) may not be needed full-time and may be present only as the contractor's work dictates. The project may be staffed according to the guidelines in Chapter 15 of the LPM, but at all times must have inspection staff sufficient to monitor construction activities, ensure quality and conformance, and perform recordkeeping.

b. Consultant and Funding
The language within this section should not be revised or amended other than to indicate whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded.
c. Inspection Staff Qualifications
Provide the resumes and certification for all staff.
d. Chain of Command
Specify whom each person reports to by indicating the name of the individual for the position noted and who they represent, i.e., Sponsor or Consultant.
e. Governing Specifications
Indicate the date of issuance of the NYSDOT Standard Specifications governing the project. https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc
f. NYSDOT's Local Projects Manual can be found at: https://www.dot.ny.gov/plafap
g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held. It is the responsibility of the Sponsor to schedule and coordinate this meeting.

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
Indicate the DBE Goal as noted in the Contract Bid Proposal Package; even if it is a zero. If zero, the contractor is encouraged to utilize certified DBE firms.
b. Minority and Women Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals
If project is 100% State Funded ONLY - Indicate the MBE Goal, WBE Goal and SDVOB Goal as noted in the Contract Bid Proposal Package
c. Equal Employment Opportunity (EEO) Goals
Indicate the Minority Goal as per the County in which the project is located as indicated in the Contract Bid Proposal Package. The Women's Goal will always be 6.9% for all projects in New York.

d. Permits
The language within this section should not be revised or amended other than to complete the chart for those permits that are required for this project. If follow-up required is completed, the CMP will need to be updated. If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List any specific requirements of either the railroad or the utility companies. Attach the railroad and/or utility agreement(s) to the CMP.

f. Commitments contained in Design Approval Document that are to be fulfilled during construction are as follows:
List any specific commitments made during design that need to be fulfilled during construction. For example: time related provisions; stakeholder interest; stakeholder notification; property owner agreement.

g. Project Schedule
Identify the Project Schedule Milestone dates.

h. Special Requirements
List any special requirements that are needed that the inspection staff should be aware of including emergency service providers, drivers first initiative restrictions etc. or work that requires input from stakeholders (school, property owner, other municipality, etc.) even though no formal permitting procedures exist.

i. Water Quality Protection
The language within this section should not be revised or amended.

j. As-built plans documentation procedures
Describe the procedures for completion, transmission, and retention of the as-built plans.

III. Contract Administration

a. Subcontractor Approval Process
The language in this section should not be revised or amended.

b. Change Order Approval Process
The language within this section should not be revised or amended. Where the forms indicate NYSDOT or one of its offices or representatives, substitute using the RLO and/or PM.

c. Procedures to Ensure DBE Compliance
The language within this section should not be revised or amended. If a contract does not have a DBE goal, the contractor is encouraged to utilize DBE vendors.

d. Procedures to Ensure Workforce and EEO Compliance
The language within this section should not be revised or amended. Data is due to the Sponsor by the 15th of each month. This does not relieve the contractor or subcontractor from submitting certified payrolls.

e. Wage Rate Compliance Procedures
The language within this section should not be revised or amended.

f. Procedures to Ensure Work Zone Safety
The language within this section should not be revised or amended. Indicate who the Contractor's WZTC person will be during the construction of the project.

g. Procedures to Ensure Worker Safety
The language within this section should not be revised or amended.

h. Claim and Dispute Resolution Procedures.
Provide the Sponsor's highest-ranking individual's name(s) and titles to coordinate dispute resolutions. If the RLO cannot resolve the dispute, the RLPL and NYSDOT's Regional Construction Engineer can be consulted.

i. Scheduling and Time Extensions
The language within this section should not be revised or amended. The Sponsor must notify the RLPL of any scheduling and time extension changes.

j. Record Keeping and Record Retention Procedures
Indicate the software to be used in record keeping. The language within this section should not be revised or amended.

k. Contract Payments
The language within this section should not be revised or amended.
l. Other Requirements - Communications
Indicate any additional instructions from the Sponsor regarding flow of communications. The language within this section should not be revised or amended.

IV. Construction Inspection

a. Inspection Plan
Provide any further requirements.
b. Quality Control/Quality Assurance Plan
The language within this section should not be revised or amended. NYSDOT Construction Inspection Manual (CIM) will be referenced.
c. Material Testing Procedures
The language within this section should not be revised or amended.

- **Project On-site Material Testing**

The Quality Management Plan must be appended to, and become part of, the CMP.
Complete and append a QA Table. Sponsor is responsible for the accuracy of the contents of the QA table.
Recognized Training Providers include American Traffic Safety Services Association (ATSSA); National Safety Council (NSC); and Federal Highway Administration's National Highway Institute (FHWA-NHI) and accredited college and universities with advanced degree programs in Civil/Transportation/Traffic Engineering.

- **In-Plant Material Quality Assurance Testing**

Verify with RLPL process per Region.
d. Shop Drawing Approval Process
The language within this section should not be revised or amended.
e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting roadway use, by submission of the Roadwork Form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The language within this section should not be revised or amended.
b. Anticipated efforts to coordinate with affected utility companies and railroads
The language within this section should not be revised or amended other than providing a list of what has been or needs to be accomplished if relocations are required.
c. Commitments made to other municipalities, emergency service providers, schools, etc.
The language within this section should not be revised or amended other than providing a list of key organizations to be apprised of road closure and construction activities.
d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements or other unfulfilled commitments made in the Design Approval.
Provide a list any items here or state there are none.
e. Anticipated efforts to address all special requirements.
The language within this section should not be revised or amended other than to provide a list of any special requirements or state there are none.

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The language within this section should not be revised or amended other than obtaining the

proper signatures for the Responsible Local Official (RLO), the Regional Local Project Liaison (RLPL), the Engineer-In-Charge (EIC) or Resident Engineer (RE).

CHAPTER 12

APPENDIX 12-4

PUBLIC INTEREST FINDING, INSTRUCTIONS, AND SAMPLE LETTER

CONTENTS

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Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

In accordance with Title 23 CFR 635.104(b), the following information and justification to show why "no-bid force account work" is necessary and request approval to progress the federally funded project with municipal forces.

PROJECT INFORMATION:

Project Description: *[Provide a detailed description of the project including the exact location and what transportation systems it may connect (e.g. sidewalk system).]*

Proposed Construction: *[Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by Municipal Forces.]*

NEPA Category: ☐ CE ☐ EA ☐ EIS NEPA Approval Date: ____ ON NHS: ☐ Y ☐ N

EE: $_____ Municipal Forces Cost: $_____ Savings: $_____

Municipal Forces are expected to complete this work by: _____
(Construction Season of 20xx)

MUNICIPAL FORCES QUALIFICATIONS:

Equipment: *(List equipment to be used for this project.)*

Available:	Used For:

Public Information Finding (PIF)

Appendix 12-4

(09/2021)

PIN:	Sponsor:	Date:

Project:

Staff Experience: *(Indicate the individuals' name and detail relevant experience.)*

Name and Title:	Experience:

Sponsor's History:

(List relevant work accomplished, and projects completed by Sponsor's Work Force.)

Date Completed:	Description of Work/Project:

Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

Reviewer Comments:

NYSDOT's approval of your request is based on the following factors:

1. That it is more cost effective for your Municipal Forces to perform the construction work of this project compared to the competitive bidding process,
2. That the Sponsor has adequate resources – equipment, staff, and historical experience required to complete the project,
3. That the Sponsor, based on existing laws, has the legal right to progress the construction work.

Approvals:

	Name	Signature	Date
Sponsor			
RLPL (NYSDOT)			
FHWA *			

FHWA approval is required for projects **on the NHS System.*

Public Information Finding (PIF)
Appendix 12-4

Directions for the completion of the Public Information Finding (PIF)

Step 1 – Sponsor completes the PIF form:
This form will work best if the Sponsor completes it electronically. Within the header indicate the PIN, Sponsor, Date and one-line Project Description. This will then repeat on subsequent pages.

Project Information:
Project Description: Provide a detailed description of the project including the exact location and what transportation systems the project may connect. For example: *The project will replace a failing 5-foot diameter corrugated metal pipe with a 50-year life cycle structure using cost effective and long-life components to minimize the life cycle cost and maintenance and repair. The project will also address geometric deficiencies to improve traffic flow and facilitate traffic operations and correct identified pavement deficiencies with low-life cycle cost effective pavement treatments that will extend the useful life of the highway.*

Proposed Construction: Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by the municipal forces. *For example: The proposed construction work consists of the replacement of an existing failed culvert with a concrete box culvert and associated roadway approach work and improvements.*

NEPA Category: Check the NEPA category.
NEPA Approval Date: Provide the date of most current NEPA Approval.
ON NHS: Indicate whether the project is on the National Highway System?

EE: Provide the project design engineer's estimate. Provide a copy of the engineer's estimate as an attachment to the PIF form.

Municipal Forces Cost: Provide the municipal forces' construction cost estimate. Provide a copy of the municipal forces' construction estimate as an attachment to the PIF form.

Savings: Based on a comparison of municipal forces' construction cost estimate to the project design engineer's estimate, indicate the cost saving and percentage of savings.

Expected Completion of work: Indicate the construction season in which it is expected that the municipal forces will have completed the work.

Municipal Forces Qualifications:
Equipment: List equipment that is available for use on the project and what it would be used for.

Staff Experience: List those individuals' name(s), title(s) and years of relevant experience who will be completing the proposed work.

Sponsor's History: List relevant projects, including a description of the type of work and when the municipal forces completed the work.

Approvals: The Sponsor signs and dates the PIF prior to submitting it to the Regional Local Project Liaison (RLPL) for review.

Directions for the completion of the Public Information Finding (PIF)

Step 2: Sponsor completes the Request to Apply Municipal Forces for Construction letter to the Regional Local Project Liaison (RLPL) on Sponsor's letterhead. The letter and the attached documentation, Public Information Finding form, design engineer's estimate, and municipal forces estimate are forwarded to the RLPL.

Step 3: If the project is **on** the NHS, the RLPL will forward the provided request to FHWA for approval.

OR

Step 3: If the project is not on the NHS, the RLPL will review the provided documentation and inquire with the sponsor for any additional information.

Reviewer Comments: The RLPL provides comments as applicable.

Step 4: Upon approval, the RLPL signs the PIF, retains a copy for the project files, and returns the form to the Sponsor to be maintained in the project files.

Appendix 12-4

SPONSOR'S REQUEST TO APPLY MUNICIPAL FORCES FOR CONSTRUCTION

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

RE: REQUEST FOR MUNICIPAL FORCES TO COMPLETE CONSTRUCTION
[PIN]
[PROJECT NAME]

Dear [RLPL Name]:

In accordance with Title 23 CFR 635.104(b), the [**Sponsor**] is requesting approval to progress the reference project with municipal forces. We are providing the attached Public Information Finding (PIF) form outlining why a "no-bid force account work" is necessary.

Additional documentation and justification are attached to the PIF for your review.

Your attention to this request is appreciated. If there is any additional information needed, please contact [name and contact information of municipal project manager].

Sincerely,

[Name]
[Title]

cc:
Attachments:
PIF
Design Engineer's Estimate
Sponsor Workforce Estimate

Appendix 12-5
TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATE LETTER
(Sponsor's Letterhead)

(Date)

(RLPL Name)
(RLPL Address)

RE: TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
PIN: (6-digit PIN) OSC D#: LDxxxxxx BIN: (if applicable)
(Project Title)
(Project Location)
(Municipality, County)
LETTING DATE: ___/___/___ (Proposed)

Dear (RLPL Name):

In accordance with Chapter 12 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has compiled the following information and documents to progress this project to advertisement, letting and award for the above-referenced locally administered transportation project including:

1. Contract Bid Document Package:

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

2. Agency Coordination

[A] No other agency is directly involved in the construction, maintenance or ownership of the project.
[B] The following agencies are directly involved in construction, maintenance or ownership of the project and have received a copy of the PS&E submission from the Project Sponsor: (list)

[C] (For applicable parkways and other Park Lands) The Office of Parks, Recreation, and Historic Preservation has ownership of the facilities within this project and (enter responsible maintenance entity) will maintain them after project completion. No other agencies will be involved in the actual construction of this project. A copy of the PS&E submission was forwarded to the New York State Office of Parks, Recreation and Historic Preservation.

3. Project Type

This project is a _____ (state project type, e.g. pavement, bridge, safety, capacity/mobility, other–state as per Appendix 5 (Table 5-1) of the Project Development Manual (PDM)) project.

4. Design Approval

The Design Approval Document (DAD) for this project was an (IPP/FDR, PSR/FDR, FDR, FDR/EA, or FDR/FEIS). Design Approval was granted on (date) by (title and name of approving authority) with NYSDOT concurrence granted on (date) (if applicable)

[A] No nonstandard features have been identified since Design Approval.
[B] The following nonstandard features, which were not approved at Design Approval, have since been identified and approved (list, state approving authority, and date).

5. Previous Letting(s)

[A] None.
[B] This project was previously let on (date), and all bids were rejected on (date).

6. Letting Date, Location and Time, and Contract Completion Date

The suggested contract letting date is (date).
The location of the Bid opening is (address).
The time of Bid opening is (time).
The proposed contract completion date is (date).

7. Construction Supervision

[A] The supervision of construction is to be by the Sponsor's forces.
[B] The supervision of construction is to be by Consultant forces.

8. Prebid Meeting

[A] A pre-bid meeting is not required. (If the estimated construction cost is less than $10M, a pre-bid meeting is optional.)
[B] A pre-bid meeting is or will be scheduled for (time and date) at (location). (HDM – Ch 21-99.)

9. Federal Aid Procedure

a. Contract Document Approval

[A] This project is not federally funded.
[B] This project is federally funded, but no additional approval of the Contract Documents

including the PS&E is needed.
[C] This project is federally funded. FHWA's approval of the PS&E is required.

b. Proprietary Specifications and Salvage Items

[A] There are no proprietary specifications. Salvage is consistent with NYSDOT's policy.
[B] The following proprietary specifications are hereby approved (list and file justification in Regional files – all projects except those requiring FHWH's approval of the PS&E). Salvage is consistent with NYSDOT policy.

10. Statewide Significance

[A] This project was not determined to be of statewide significance.
[B] This project was determined to be of statewide significance. No special changes were made in the project process or decision authority.
[C] This project was determined to be of statewide significance. The following special changes were made to the project process or decision authority as contained in the Project Management Plan: (describe, and include any approvals required by the project management plan and those still pending).

11. Advertisement

[A] The advertisement length is (three, four, five, six) weeks.
[B] A (one, two) week advertisement period is hereby proposed because (discuss). Short ad information, to be published in the "Contract Reporter," was transmitted to RLPL on (insert date. This information MUST be received by RLPL six weeks before the letting date. Failure to do this will result in delay from requested letting). Please seek FHWA's approval (for all projects with proposed ad lengths less than 3 weeks).

12. Prerequisites to Advertisement

If any of these activities (i.e., 12 a through f) are not complete, provide a statement regarding the item(s) status (i.e., provide a projected date of completion).

a. ROW. The Right of Way Clearance Certificate was approved by NYSDOT on **(date)** and is attached. (Required for all projects).

When Item (c) of the Right of Way Clearance Certificate applies, state: In accordance with item (c) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report is attached to the ROW Clearance Certificate.

When Item (d) of the Right of Way Clearance Certificate applies, state: In accordance with item (d) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report, Special Note, Engineering Substantiation, and Report of Quality and Quantity of Relocation Assistance are attached to the ROW Clearance Certificate.

b. Environmental Issues

[A] The project is Federally Funded.

1. NEPA – Based on 23 CFR Section 771, this project was determined to be a NEPA (CLASS II Categorical Exclusion with documentation as determined by FHWA on _____, Class III project with a FONSI on _____, Class I project

with a ROD on _____) on _____ (date) by _____ (state who made the determination) with NYSDOT concurrence on (date).
2. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

3. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

4. Air Quality Conformity Determinations.

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

5. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared and Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

[B] The project is 100% State Funded.

1. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

2. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

3. Air Quality Conformity Determinations

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

4. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared, Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

c. State Transportation Improvement Program (STIP)/ Transportation Improvement Program (TIP)

The project (is, is not) on the STIP. The STIP (does, does not) have to be amended.
The project (is, is not) on the TIP. The TIP (does, does not) have to be amended.

d. Resolutions / Agreements

This project requires resolutions/agreements from the following municipalities.

Municipality	Provided	Transmitted to RLPL
Town of USA	01/02/2019	01/05/2019

The above-listed resolutions/agreements (have been, will be, - provide date) executed and (have been, will be) transmitted to the RLPL.

e. Utility Involvement

[A] This project does not require any utility involvement. A final Utilities Inventory Report (LPM Appendix 10-5) is attached, and the special note, "Coordination with Utility Schedule," is included in the Special Notes.
[B] This project requires utility involvement (list involved utilities). The special note, "Coordination with Utility Schedule," is included in the Special Notes. A final Utilities Inventory (LPM Appendix 10-5) is attached. The agreement status is as follows: (indicate status).

f. Railroads

[A] There are no railroads within the project limits.
[B] There is a railroad within the project limits. A railroad force account agreement (is, is not) necessary (and has been attached).

13. Disadvantaged Business Enterprise (DBE) Goals

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.
[A] A goal reduction or waiver is not being requested. The project group number is ____ and the DBE goal is ____%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is non-federal aid funded.

14. Minority/Women's Business Enterprise (M/WBE) Goals.

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The project group number is ____ and the M/WBE goals are MBE___% WBE___%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is federal aid funded.

15. Service-Disabled Veteran-Owned Business Enterprise Goals.

The goal should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The SDVOB goal is 6%.
[B] A goal (reduction/waiver) is being requested.

[C] N/A – Project is federal aid funded.

16. Incomplete Items

[A] There are no incomplete items. All special specifications requiring approval have been approved, and those items necessary to ensure proper coordination with construction activities (items 12a through 12f) are complete.
[B] The following is a list of incomplete items and actions in progress to complete them. List special specifications not approved by NYSDOT and any clearances, permits, approvals, resolutions, and agreements that are not available. State the projected date of availability. (Refer to the discussion under appropriate item as applicable).

Provide the following statement when any clearances, permits, approvals, resolutions, and agreements are not available.

Although the above-mentioned clearances, permits, approvals, resolutions, and agreements are not available, it is in the best interest of the State and the project Sponsor to proceed with the advertisement, letting, and award of this project because_____. As a basis for the recommendation, consider and discuss the following as applicable:

- Why it is in the public interest to progress the project despite the unavailability of these items. This should include a complete discussion of which contract operations will be affected and how they will be affected.
- Discuss contract provisions (i.e., special notes, etc.) that are provided in the contract documents in recognition of the lack of these items.

17. Contact Persons

The (NYSDOT Program Area; Municipal Engineer; Consultant Engineer; etc.) was responsible for the preparation of the PS&E Submission for this project.

Responsible Local Official
Name & Title:
Phone #:
Email:

Sponsor's Project Manager
Name and Title:
Organization:
Phone #:
Email:

Project Designer
Name and Title:
Organization:
Phone #:
Email:

Sincerely,

RLO – name, title]
[Sponsor]
Attachments: (remove those not applicable)

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- Project Accomplishment Form
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

Appendix 12-6
Locally Administered Project
Contract Bid Documents (CBD) - Plans, Specifications, and Estimate (PS&E) Checklist

PIN: _____	Date Received: __/__/____
Project: _____	Review Started: __/__/____
_____	Reviewer: _____
Sponsor: _____	Review Finished: __/__/____
Contact Email/Phone: _____	

Sponsor Contract Bid Document Package Review Checklist. The following should be included:

Sponsor	RLPL	Documents to be Included
☐	☐	Contract Bid Document and PS&E Transmittal Letter (Appendix 12-5)
☐	☐	Stamped and Signed Contract plans
☐	☐	Proposal Book
☐	☐	Engineer's Estimate (EE)
☐	☐	Signed Right of Way Clearance Certificate (Appendix 11-5)
☐	☐	PS&E Certification by NYS licensed Professional (Appendix 12-9)
☐	☐	Environmental Commitments Checklist (ECC)
☐	☐	Construction Management Plan (CMP) (Appendix 12-3)
☐	☐	Project Management Plan (PMP) (Appendix 2-1)
N/A☐ ☐	☐	Railroad and/or Utility Agreements (Appendix 10-8)
N/A☐ ☐	☐	Highway Work Permit (HWP)
☐	☐	Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
☐	☐	Construction Contract Goal Assessment Form https://www.dot.ny.gov/main/business-center/civil-rights/dbe
N/A☐ ☐	☐	Status of Special Specifications Table (HDM Chapter 21)

To Be Completed by RLPL:

NEPA Date	/ /	☐	NHS/SH www.fhwa.dot.gov/planning/nhs/maps/ny/index.htm
EIS, Date signed:	/ /	☐	Federal Aid
EA, Date of FONSI:	/ /	☐	100% State Aid
Design Approval Date :	/ /		SEQR Date: / /
Engineer's Estimate	$	☐	Construction phase/funds verified on TIP/STIP
Construction Inspection (Actual or Estimated)	$		Inspection by:
Federal Highway PIN			This information is needed for the FA Contract
OSC D#			Spreadsheet submitted for EBO setup.

Key: S= Sponsor

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Did the Project Sponsor submit the Contract Bid Document Package? If not, was the Sponsor cc'd on correspondence? The Project Sponsor should be the main point of contact. If not direct contact, they need to be included in all correspondence.
☐	☐	☐	/ /	PS&E Certification by NYS licensed professional, completed, signed, and included (Appendix 12-9)
☐	☐	☐	/ /	The Environmental Commitments Checklist completed and submitted with the PS&E. (EB 18-001). https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=12576
Proposal Content:				
☐	☐	☐	/ /	Is the project duration noted in the proposal? This is shown as the number of calendar days from the Notice to Proceed.
☐	☐	☐	/ /	Indicate the project duration per proposal:
☐	☐	☐	/ /	Noted on the cover of the proposal that this is a Federal or State Aid Project
☐	☐	☐	/ /	Noted in the proposal that NYSDOT Standard Construction Specifications must be followed on a federal aid project. Look for this note
☐	☐	☐	/ /	Does the proposal contain Appendices 12-1 and 12-1A from the LPM? As of the date of this checklist, the FHWA 1273 section should be shown in a 2-column format (a quick way to see if it's current). These pages must be printed and added to the project proposal AS IS.
☐	☐	☐	/ /	• Certification for Federal-Aid Contracts
☐	☐	☐	/ /	• Disclosure of Lobbying Activities
☐	☐	☐	/ /	• Non-Collusive Bidding Certification
☐	☐	☐	/ /	• USDOT Hotline
☐	☐	☐	/ /	• Federal EEO Requirements
☐	☐	☐	/ /	• FHWA-1273 Required Contract Provisions
☐	☐	☐	/ /	Warranties in Accordance with Local Projects Manual (LPM) Section 12.4.7? As a rule, there are no workmanship warranties; specialty work (e.g., building renovations) may differ. No Maintenance Bond or extended insurance.
☐	☐	☐	/ /	Note inserted In the Instructions to Bidders that there are no residence or geographical restrictions (LPM 12.4.1)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to proposal (LPM Chapter 9.3.1)
☐	☐	☐	/ /	Retainage provision in compliance with 49 CFR 26.29. (LPM 12.3.3.6) No retainage is allowed
☐	☐	☐	/ /	LPM Appendix 12-2 – when NYSDOT Standard Specs for Construction are not utilized. These should only be used if the Sponsor has their own NYSDOT approved Standard Specifications.
☐	☐	☐	/ /	• Labor and Employment
☐	☐	☐	/ /	• Use of Convict Labor
☐	☐	☐	/ /	• Disadvantaged Business Enterprise (DBE) Participation
☐	☐	☐	/ /	• Changed Conditions Clauses
☐	☐	☐	/ /	• Civil Rights Monitoring and Reporting

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	• Material Acceptance Records
☐	☐	☐	/ /	• Buy America Requirements
☐	☐	☐	/ /	• Use of United States-Flag Vessels
☐	☐	☐	/ /	• Extra Work and Time Related Compensation
☐	☐	☐	/ /	Alternate bid procedures approved by NYSDOT RLPL LPM 12.5.2).
☐	☐	☐	/ /	If using Alternate bidding, include a note in the proposal that the project budget will be announced before the opening of any submitted bids.
☐	☐	☐	/ /	Amendment notification procedures included in the Instructions to Bidders Section. (noted on proposal page _____). Verify via the bid pages and remind the Sponsor that there is a requirement to submit proof with the Award Package documentation that all bidders received all amendments/addenda issued.
☐	☐	☐	/ /	Disadvantage Business Enterprise (DBE) goal noted. (Goal: ___%) Per EI 19-024. Use the following link to DBE Goal Setting Aids: https://www.dot.ny.gov/main/business-center/civil-rights/dbe.
☐	☐	☐	/ /	Notice to Bidders, often used as the Advertisement to Bid, contain the EEO goals. (W: 6.9% and M: _____%) (Appendix 12-1.6) The women's employment goal is always 6.9%, and the minority employment goal varies by county.
☐	☐	☐	/ /	Note inserted in the Instructions to Bidders that there is no M/WBE or SDVOB language included. (Federally funded contracts only) A common error is confusion between M/WBE goals and EEO goals. M/WBE refers to subcontracting goals and only applies to State-funded projects. EEO goals are employment goals and are on all state and federally funded projects.
☐	☐	☐	/ /	Minority and Women-Owned Business Enterprise (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) goals noted. MBE: % WBE: % SDVOB: % Only applies to 100% State-funded projects.
☐	☐	☐	/ /	Wicks Law compliance, Building Projects > $500K – $3.0M (by county) (LPM 12.4.3). Requires electrical/plumbing/heating to be separate fiscal shares.
☐	☐	☐	/ /	Federal Davis-Bacon and NYS Prevailing Wage Rates included Note: the wage rates included in the proposal must be current within 10 days of the bid opening. Add this ('current...10 days) as a reminder even if the wage rates are included at the time of review. (Federal-physically inserted; State-first four pages of PRC)
☐	☐	☐	/ /	Liability Insurance Rider/Binder (LPM 12.3.3.2) Coverage includes NYS and its Employees. Coverage Amount: $
☐	☐	☐	/ /	The project proposal contains an apprenticeship/training program. FHWA must approve the program (LPM 13.7 and 12.4.8).
☐	☐	☐	/ /	In the instructions to the Bidders, a Project Labor Agreement can be included but must be reviewed by NYSDOT and approved by FHWA (LPM 12.4.5)
☐	☐	☐	/ /	Check Information for Bidders and special notes for administering agency-allowed provisions that are not permitted with Federal aid. Look for a statement to the effect of 'should local and state requirements differ from federal...the federal will prevail'. (LPM 14.1)
☐	☐	☐	/ /	Iran Divestment Act notes added. Standard notes need to be physically inserted (Appendix A – Standard Clauses for all NYS Contracts).

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Note in Contract Documents alerting low bidder and subcontractors of need to complete and submit a NYS Uniform Contracting Questionnaire (CCA-2) if not on file. Look for the note or at the draft advertisement.
☐	☐	☐	/ /	For work ON a State Highway, 511NY Notification note added to proposal. For work NOT on a State Highway, inform the sponsor that this is available as a service to them.
☐	☐	☐	/ /	Field office is included as a bid item (637) or noted in proposal as a provided space. One or the other....
☐	☐	☐	/ /	Is there an item for Mobilization, and is it restricted to 4% of bid subtotal with appropriate instructions to bidders on the bid form?
☐	☐	☐	/ /	Is Prime to Sub percentage of work in compliance with NYSDOT Specifications? Is it less than 50%? If Yes, notify the Local Program Bureau.
☐	☐	☐	/ /	Expected Date of Advertisement?
☐	☐	☐	/ /	Advertisement Duration Period? (Minimum 3 weeks)
☐	☐	☐	/ /	Advertisement to be Placed in NYS Contractor Reporter (MANDATORY)
☐	☐	☐	/ /	Advertisement to be Placed in Other/Local Publication: (Recommended)
				Situations when additional FHWA approval is required (Interstate Justification Report, Public Interest Finding)
☐	☐	☐	/ /	If access to the Interstate System is changed, was the modification approved at the appropriate level in FHWA? (ref 23 CFR620.203(d-h))
☐	☐	☐	/ /	If there are any incentive/disincentive clauses, have they been reviewed and approved by FHWA?
☐	☐	☐	/ /	If there are any experimental features, was there coordination with FHWA? {Attach Experimental Features Work Plan}
☐	☐	☐	/ /	If there is any State furnished material (other than signal controllers), was FHWA approval obtained? (ref 23 CFR 635.407)
☐	☐	☐	/ /	If there is a mandatory disposal of storage site designated, was FHWA approval obtained? (ref 23 CFR 635.407(g))
☐	☐	☐	/ /	If it is known that foreign steel will be used, has a Buy America waiver been requested and approved by FHWA? 23 CFR 635.410)
☐	☐	☐	/ /	If it is known that ROW will not be available at time of letting, has a ROW Projection Approval been obtained? Date: (LPM Chapter 11.2.2 (15))
Plan Set Content:				
☐	☐	☐	/ /	Plan title sheet signed by Responsible Local Official
☐	☐	☐	/ /	Plan title sheet signed and stamped by responsible licensed professional
☐	☐	☐	/ /	Cover of Proposal and Plans identify project as 'Federal Aid Project' with correct Project Title, PIN, LD#, and location.
☐	☐	☐	/ /	A completed Maintenance Jurisdiction table included.
☐	☐	☐	/ /	Utility coordination/contact information is provided in the plans.
☐	☐	☐	/ /	Advance Detail Plans (ADP) comments by Region satisfactorily addressed.
☐	☐	☐	/ /	ADA compliance provisions included in plans.
☐	☐	☐	/ /	Item numbers, description, and quantities consistent between Engineer's Estimate and Plans and Proposal.
☐	☐	☐	/ /	Table of Quantities (if required) is accurate.

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	General Notes not in conflict with specifications/plans and/or Federal/State requirements (changed conditions clause, risk, etc.)
☐	☐	☐	/ /	Permanent traffic control devices consistent with MUTCD. (23 CFR 655.603(d)
☐	☐	☐	/ /	In accordance with Work Zone regulations for all 'significant' projects, is a Transportation Management Plan included? (Highway Design Manual (HDM) Ch.16.5)
☐	☐	☐	/ /	Is the Work Zone Traffic Control (WZTC) Plan consistent with the MUTCD? (23 CFR 630 and HDM Ch 16.4))
Design/Environmental:				
☐	☐	☐	/ /	Plans and Notes are consistent with Design Approval Document (DAD)
☐	☐	☐	/ /	Date of Re-Evaluation of NEPA Completed? (EB 21-041)
☐	☐	☐	/ /	Contract Documents contain provisions (e.g., notes) regarding special follow-up actions noted in the Design Approval Document (usually cultural resource issue).
☐	☐	☐	/ /	• FHWA Section 106 concurrence received? (36 CFR 800)
☐	☐	☐	/ /	• Does the project involve endangered species? ☐ If yes, has FHWA concurrence been received? (50CFR 402.14)
☐	☐	☐	/ /	• Wetland Mitigation (23 CFR 777)
☐	☐	☐	/ /	• Noise Abatement (23 CFR 772)
☐	☐	☐	/ /	• Section 4(f) – under 49USC303 (23 CFR 771.135)
☐	☐	☐	/ /	•
☐	☐	☐	/ /	•
☐	☐	☐	/ /	Specifications comply with LPM Section 9.3 (spot-check)
☐	☐	☐	/ /	Specifications do not contain references to State supplied materials, labor, inspection, or testing unless approved by NYSDOT
☐	☐	☐	/ /	Special specifications have been approved for use in project. Use Status of Special Specifications Table (HDM Chapter 21). Special Specs that need approval: _____ Approval date(s): (Add Separate sheet as needed.)
☐	☐	☐	/ /	Earthwork Summary Sheets ES-1 and ES-2 shall be provided in the plans for all projects over 500 ft. in length, which have over 5,230 yards of the sum of items 203.02 (Unclassified Excavation and Disposal) and 203.03 (Embankment In Place). Earthwork Summary ES-1A and ES-2A (letter size paper) shall be prepared and provided for inclusion in the proposal when these criteria are not met. If items 203.02 or 202.03 are not part of the project, ES-2A shall be prepared when items 206.02 and/or 206.04 are in the estimate. Are they Included?
☐	☐	☐	/ /	Specifications do not provide for delivery of "waste" or "salvageable" material to Sponsor. (LPM 9.3.3.2)
Special Situations:				
☐	☐	☐	/ /	Does the proposal include the appropriate AC pavement smoothness spec if this is an Interstate asphalt paving project? EI 05-17 and/or EI 05-18

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	If this project includes ITS components, was there coordination with the FHWA ITS specialist? (23 CFR 940 and NYDO Implementation Policy)
☐	☐	☐	/ /	If the project is on the NHS and is in excess of $50M for highway and $40M for bridge, was a Value Engineering (VE) Study conducted? (LPM 8.4.2.1) A VE in Design was completed on:
☐	☐	☐	/ /	If a Sub-Major Project (cost is between $100M and $500M), was an Initial Financial Plan submitted to FHWA by FHWA prior to NEPA approval? (NYSDOT Project Development Manual (PDM)-Chapter 4)
☐	☐	☐	/ /	If a Major Project (Cost >$500M), was a Project Management Plan submitted to FHWA by NYSDOT prior to NEPA approval? (NYSDOT PDM-Chapter 4)
☐	☐	☐	/ /	If the project is within two miles of an airport, was there coordination with FAA? (23 CRF 620, Subpart A)
☐	☐	☐	/ /	If this project is eligible for Marchiselli Program funds, reconfirm that there are more than one Complete Street Feature included since ADP. LPM 3.11.2; Appendix 3-2; Complete Street Checklist; (EB 24-006)
Permits and Agreements:				
☐	☐	☐	/ /	All Maintenance Agreements are fully executed. (landscaping and/or lighting) For projects on a state highway.
☐	☐	☐	/ /	Are Utility agreements needed? Is it in the format of LPM Appendix 10-8, and has it been approved? ☐ Telephone ☐ Water ☐ Cable TV ☐ Sewer ☐ Electric Signed by both parties! If utility work is to be reimbursed with federal funds, utility agreement needs to be approved by NYSDOT MO DQAB
☐	☐	☐	/ /	Railroad Force Account (RRFA) agreement, if needed, has been reviewed and approved. All information regarding the RRFA has been included in the project proposal. (Chapter 10 LPM)
☐		☐	/ /	Highway Work Permit submitted _____ approved _____ https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits HWP expiration date: _____
☐	☐	☐	/ /	Required info to obtain NYSDOT Highway Work Permit:
☐	☐	☐	/ /	• HWP application, PERM 33 received
☐	☐	☐	/ /	• Certificate of Insurance, PERM 17 received
☐	☐	☐	/ /	• 2 sets of final contract plans [( )to Residency, ( ) to RLPL]
☐	☐	☐	/ /	• If Utilities are involved, PERM 32 received
☐	☐	☐	/ /	• Prepare HWP memo to Permit Engineer in Residency (By RLPL).
☐	☐	☐	/ /	Environmental permits obtained (if needed). Check listing in Design Report
☐	☐	☐	/ /	• Section 401, DEC Water Quality Cert
☐	☐	☐	/ /	• Section 404, ACOE Individual Wetlands Permit
☐	☐	☐	/ /	• Section 404, ACOE Nationwide Permit #23
☐	☐	☐	/ /	• US Coast Guard

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	• Adirondack Park Agency General Permit
☐	☐	☐	/ /	• Other
☐	☐	☐	/ /	If a SPDES General Permit is required for this project, are the appropriate notes included in the proposal. https://www.dot.ny.gov/divisions/engineering/environmental-analysis/manuals-and-guidance/epm/chapter-4
☐	☐	☐	/ /	If a SPDES General Permit is required, is a rain gauge item included in the EE.
☐	☐	☐	/ /	If new bridge(s) included in contract, Bridge Identification Number (BIN) obtained from Regional Structures Group
☐	☐	☐	/ /	Bridge Level 1 and Level 2 Load Rating and Inventory Form(s) received (if needed)
Construction Management Plan:				
☐	☐	☐	/ /	The submitted CMP is completed and signed. (LPM Appendix 12-3)
☐	☐	☐	/ /	Resumes and NICET certifications for inspection staff are attached.
☐	☐	☐	/ /	Append Quality Assurance (QA) table (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	Append Quality Management Plan (QMP) (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to CMP (LPM Chapter 9.3.1)
☐	☐	☐	/ /	*An Approved CMP is needed before the project can be awarded; however, it should be received before issuing notice to proceed with Advertisement.
Right-of-Way (ROW):				
☐	☐	☐	/ /	Right of Way (ROW) project and property checklists completed and included along with supporting documentation. (LPM Chapter 11)
☐	☐	☐	/ /	ROW Clearance Certificate received and fully signed.
☐	☐	☐	/ /	Table of ROW Acquisition Activities information is acceptable.
☐	☐	☐	/ /	Right of Way notes included in the Plans and the Proposal.
☐	☐	☐	/ /	ROW Acquisition: (Highway Boundary [HB]; Permanent Easement [PE]; Temporary Easement [TE]) limits shown on Plans and labeled with Map/Parcel numbers.
☐	☐	☐	/ /	***No notice to proceed with Advertisement without Right of Way Clearance.**
Consultant				
☐	☐	☐	/ /	Is the Consultant identified on the CMP for construction inspection to be reimbursed with federal/state funds?
☐	☐	☐	/ /	Is there an agreement in place for federal/state reimbursement? If an agreement is not in place, the comment would be 'a Supplemental Agreement with CI costs is needed'. An Agreement is needed for CI prior to granting authorization to advertise for Construction.
Estimate/Financial				
☐	☐	☐	/ /	Itemized estimate is reasonable and broken into appropriate engineering shares.
☐	☐	☐	/ /	Are there non-NYSDOT shares in the estimate?
☐	☐	☐	/ /	Explanation of cost increases adequate on non-capped projects.

	RLPL Review			PIN:
S	Yes	No	Date Resolved	
☐	☐	☐	/ /	EE prices are reasonable: Statewide Bid prices used appropriately, modified for location and project size. https://www.dot.ny.gov/main/business-center/engineering/specifications/pay-item-catalog
☐	☐	☐	/ /	If EE is greater than available capped funds, is assurance granted by agency to fund difference with own funds?
☐	☐	☐	/ /	If Engineer's Estimate is above the programmed amount, a letter is attached, from the project sponsor, acknowledging the cost over and above and that they will provide the additional funding.
☐	☐	☐	/ /	Lump-sum (overhead) items {Engineer's Office, WZTC, Mobilization, FCP, etc} are distributed to all fiscal shares. (NYSDOT HDM Section 21.6.3.2) FCP Item: https://www.dot.ny.gov/portal/page/portal/spec-repository-local/697.030000BM.pdf .
State/Local Agreement				
☐	☐	☐	/ /	Is an SLA needed to include construction?
☐	☐	☐	/ /	Are there additional funds on the STIP?
☐	☐	☐	/ /	If an SLA is needed, date sent to the Sponsor:
☐	☐	☐	/ /	If an SLA is in place, what is the SLA End Date?
☐	☐	☐	/ /	Is a No Cost Time Extension needed (NCTE)? NCTE date sent to Sponsor:

Estimated Costs vs. Programmed Funds **PIN:** _____

	Estimated Costs Per PS&E	Programmed Per STIP/SLA
Construction Total	$	$
Highway Share	$	$
Bridge Share	$	$
FCP item	$	$
Utilities (e.g., Water, Electric…)	$	$
Railroad Force Account	$	$
Betterments	$	$
Consultant Inspection	$	$
Consultant Support	$	$

Comments:

☐ **If Estimated Costs exceed Programmed Costs on a Capped Project, then add appropriate language to review correspondence.** "We note that the estimate for this project is $ _____ and exceeds the amount of (CAPPED) (PPROGRAMMED) funding for this project. Please advise our office acknowledging the (MUNICIPALITY's) intention to fund the cost beyond those capped.'
If this box (above) is checked then this language must be added as a review comment and must be addressed, in writing, before notice to proceed to advertise is sent to the project Sponsor.

Has the notification been received from the Sponsor? ☐ yes ☐ N/A

Signature signifies all comments resolved	
Design:	Environmental:
Right of Way:	Construction:
Traffic & Safety:	CBD/PS&E Review Coordinator:

If there is no need for a Group review, indicate N/A and initial.
When all comments have been resolved, request the obligation/authorization of the construction funds.

OK to issue Notice To Proceed to Advertise.	
Date of Federal Obligation/Authorization:	/ /
Date Notice To Proceed Issued to Sponsor:	/ /

PIN: _____

Note: All items on this page should be completed. Please mark with 'N/A' if item doesn't apply to this project. This sheet was created to ensure that all the necessary group-reviews happened if a project is on or impacts a State Highway. The Permit Engineer (PE) needs to review the plans (not included below). The PE review should happen at ADPs and then again at PS&E for the HWP. It is suggested that the transmittal memo include a line that states "if do not receive a response by (date) it will be taken to mean that there are no review comments."

Regional Review Checklist for Projects on State System:

If the project contains **bicycle/pedestrian access** send plans to Regional **Bike/Ped Coordinator** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments were resolved: / / _____

If the project contains **fiber-optic cable or ITS elements** send to Regional **ITS Coordinator** to review. Refer to Project approval matrix for ITS approval authority by FHWA. (HDM Exhibit 4-3)

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, the **WZTC Plans** should be sent to the **Traffic and Safety Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, and contains **bridge rehab or replacement**, the plans should be sent to the **Regional Structures Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

Is FHWA approval in accordance with the Project Approval Matrix required? (project includes 'special circumstances' e.g.: PODI, POCI, PLA) If so, the construction documents need to be sent to the **FHWA Area Engineer** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all Comments resolved: / / _____

Appendix 12-7
Proposal Cover, Table of Contents, Title Sheet

US CUSTOMARY UNITS

PIN: xxxx.xx

LDXXXXXX
Sponsor Contract No.:

FEDERAL (STATE) AID PROJECT
Submitted in accordance with the Highway Law and the

PROPOSAL

Standard Specifications officially finalized and adopted on (most current date) as posted on New York State Department of Transportation's website.

Proposal Description:
(Title of Project, including BIN)
(Village/Town/City, xxxxxxxxxxx County)

Letting Time and Date: (Time and Date)

Letting Location:
(Sponsor Name)
(Address)

BOOK 1 OF 2

TABLE OF CONTENTS

PROPOSAL SECTION	PAGE NO.
IMPORTANT BIDDER INFORMATION	
SPONSOR ADVERTISEMENT (Insert)	
PROJECT TITLE SHEET (With Uniform Contracting Questionnaire Note)	
SECTION 1 - CONTRACTOR'S BID PACKAGE CONTENTS	
• DBE COMMITMENT (Appendix 14-9)	
• APPENDIX 12-1 and APPENDIX 12-1A	
○ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
○ Certification Regarding use of Contract Funds for Lobbying	
○ False Claims Certification	
○ Non-Collusive Bidding Certification (SFL/GML)	
○ Non-Collusive Bidding Certification (49 CFR)	
○ Non-Collusive Bidding Certification – Bidder Information	
○ Reporting Violations of Non-Collusive Bidding Procedures	
○ New York State Office of the Inspector General Hotline	
○ Goals for Equal Employment Opportunity (EEO) Participation	
○ Required Contract Provisions Federal-Aid Construction Contract (FHWA-1273 – Revised May 1, 2012)	
○ Combined Certification Form – By Executing this Document	
• BID BOND	
• ESTIMATE OF QUANTITIES	
• ITEMIZED PROPOSAL	
SECTION 2 - REQUIRED CONTRACT PROVISIONS	
• DBE/MBE/WBE/SDVOB GOALS	
• EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS	
• SUPPLEMENTAL TITLE VI PROVISIONS – Appendix A-1	
SECTION 3 - SUPPLEMENTAL INFORMATION	
• CONR 9 - Supplemental Information Available to Bidders	
• PERMITS	
SECTION 4 - SPECIAL NOTES	
• Location Maps/Landscape Development Notes/Right-of-Way/Funding/Asphalt & Fuel Price Adjustments/Specialty Items etc..	
SECTION 5 - BEST VALUE SUBMISSION *(if applicable)*	
SECTION 6 - SPECIAL SPECIFICATIONS & REVISIONS TO STANDARD	

SPECIFICATIONS *(and APPENDIX 12-2, if applicable)*	
SECTION 7 - PREVAILING WAGE RATES	
SECTION 8 - SPONSOR CONTRACT AGREEMENT	

LDXXXXXX

PROJECT TITLE SHEET

Sponsor Name
New York

PIN: xxxx.xx
LDXXXXXX
Sponsor Contract No.:
COUNTY(IES):
FEDERAL (STATE) AID PROJECT

Proposal Description: (Title of Project, including BIN, Village/Town/City, xxxxxxxxxx County)

Deposit Required:

Completion Date:

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

Addenda to Bid Documents: Addenda to the Bid Documents will be published....

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in (indicate location).
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications, (version date), as amended, governs work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal _____% (Federal-Aid Only)

Minority Business Enterprise (MBE) Goal _____% (Non-Federal-Aid Only)

Women's Business Enterprise (WBE) Goal _____% (Non-Federal-Aid Only)

Service-Disabled Veteran-Owned Business (SDVOB) Goal ____% (Non-Federal-Aid Only)

The NYSUCP DBE Directory is located at: https://nysucp.newnycontracts.com/

The NYS M/WBE Directory is located at: https://ny.newnycontracts.com/

The NYS SDVOB Directory is located at: https://online.ogs.ny.gov/SDVOB/search

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION
GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians..... 9.0 to 10.2
Carpenters ..... 27.6 to 32.0
Steam fitters ..... 12.2 to 13.5
Metal lathers..... 24.6 to 25.6
Painters..... 26.0 to 28.6
Operating engineers ..... 25.6 to 26.0
Plumbers ..... 12.0 to 14.5
Iron workers (structural) ..... 25.9 to 32.0
Elevator constructors ..... 5.5 to 6.5
Bricklayers.....13.4 to 15.5
Asbestos workers.....22.8 to 28.0
Roofers .....6.3 to 7.5
Iron workers (ornamental).....22.4 to 23.0
Cement masons.....23.0 to 27.0
Glaziers.....16.0 to 20.0
Plasterers .....15.8 to 18.0
Teamsters.....22.0 to 22.5
Boilermakers .....13.0 to 15.5
All others .....16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%. (43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix 12-8
NYSDOT Shelf Notes

Rev. 03-2024

NYSDOT has compiled Shelf Notes to be included with the Contract Proposal. These can be obtained from the RLPL. The Shelf Notes are updated periodically by NYSDOT.

Name	Date modified
0705-Aviation Cert - Buy America	6/8/2020 11:05 AM
0706-Aviation Cert - Tax Delinquency	6/8/2020 11:08 AM
0707-Aviation Cert - Trade Restrictions	6/8/2020 11:17 AM
0710-Bid Bond	5/14/2019 2:51 PM
0720-DBE Commitment Letter	2/10/2023 3:56 PM
0750-Bid-Ability Survey	1/29/2019 3:46 PM
0760-Encourage Use of NYS Business	1/29/2019 3:47 PM
0775-This Page Intentionally Left Blank	1/29/2019 3:48 PM
0790-Important Bidder Information	1/6/2021 1:40 PM
0800-REQUIRED CONTRACT PROVISIONS (Divi...	2/2/2021 11:49 AM
0801-REQUIRED CONTRACT PROVISIONS-Avia...	2/2/2021 12:08 PM
0820-EEO Participation Goals	2/22/2023 7:25 AM
0821-DBE-MBE-WBE-SDVOB Participation Goals	2/2/2021 11:27 AM
0829-Participation Goals for Response Contracts	2/10/2022 8:25 AM
0850-NYSDOT Electronic Bidding- AASHTOW a...	10/21/2020 9:54 AM
0860-Federal-Aid Construction Contracts FHW...	9/29/2023 8:01 AM
0862-Attachment A-Appalachian Contracts	1/29/2019 3:55 PM
1100-NYS Vendor Responsibility Questionnaire ...	2/27/2023 1:44 PM
1200-Aviation Contract Provisions	3/10/2022 3:02 PM
3400-SPECIAL NOTES (Divider Page)	1/29/2019 3:57 PM
3401-Temp. Lane Closure Restrictions	11/14/2023 2:11 PM

Name	Date modified
3402-Priority Award	6/4/2021 9:47 AM
3404-Project Labor Agreement	10/21/2020 11:44 AM
3405-Response Contract Work	9/22/2023 7:05 AM
3406-JOC Requirements	9/1/2020 7:07 AM
3407-Speed Limit Sign in WZ	9/7/2023 3:16 PM
3408- Portable WZ Camera note	10/18/2023 8:33 AM
3409-AWZSE Notification	7/12/2022 4:17 PM
3410-Goals for EEO Participation-Aviation	10/21/2020 11:39 AM
3412-Diesel Emission Reduction Act (DERA) Re...	10/26/2021 9:22 AM
3413-Hydro-Demolition of Concrete Bridge De...	10/21/2020 11:46 AM
3416-Environmental Product Declarations (EPDs)	12/18/2023 9:12 AM
3418-Slump Adjustment	10/17/2022 3:37 PM
3440-HMA with Crushed Glass	1/29/2019 4:01 PM
3445-Reclaiming Asphalt Shingles	1/29/2019 4:02 PM
3450-Bridge (BIN) Plate	2/23/2023 9:03 AM
3520-Fuel Price Adjustment	9/18/2023 8:42 AM
3530-Asphalt Price Adjustment	9/18/2023 8:42 AM
3550-NYS Thruway Provisions	1/6/2021 1:43 PM
3600-NYS Canal Provisions	11/1/2023 1:07 PM
3610-Subsurface Survey	3/23/2023 11:43 AM
3615-Terrain Data Information	7/18/2023 10:14 AM

Name	Date modified
3710-PROJECT DETAILS (Divider Page)	10/21/2020 11:49 AM
3730-STANDARD SPECIFICATIONS REVISIONS ...	9/30/2022 10:42 AM
3731-Section 106	10/7/2022 9:44 AM
3732-FAA Standard Specifications	8/4/2020 9:20 AM
3736-Section 619 Work Zone Traffic Control	10/7/2022 9:45 AM
3750-SPECIAL SPECIFICATIONS (Divider Page)	1/29/2019 4:05 PM
4000-PREVAILING WAGE RATES (Divider Page)	1/29/2019 4:05 PM
4025-NYS-Wage Rates	1/29/2019 4:06 PM
4050-NYS-Wage Rates Determination	1/29/2019 4:06 PM
PM-2024Jan-V2	12/18/2023 9:16 AM
PMCOV-2024Jan-V2	12/18/2023 9:12 AM

Appendix 12-9
Certification
For Plans, Specifications & Estimate (PS&E)

(On appropriate letterhead)

PIN xxxx.xx
[Name of Project]
[Municipality, County]

I, ***[name of person, PE, RA or RLA]***, ***[title]***, ***[name of consultant firm or administering agency responsible for plan development]***, the responsible licensed professional for the design of the above-referenced locally administered federal aid project, hereby certify, by signing and affixing my professional stamp below, that to the best of my knowledge and belief:

- the plans have been developed in accordance with applicable design standards and accepted engineering and/or architectural practice,
- the plans are consistent with the Design Approval Document,
- the plans, specifications and estimate reflect all modifications needed to satisfactorily address comments made by appropriate involved agencies (i.e. - NYSDEC, NYCDEP, SHPO, railroads, utility companies, affected municipalities, NYSDOT, etc.),
- the construction specifications are appropriate for this project, and are consistent with **Section 9.3** of Chapter 9 of the manual entitled "Local Projects Manual",
- no specifications call for NYSDOT to provide materials, equipment, labor, inspection, or testing, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that do not impact NHS or State roadways)

OR

- no specifications call for NYSDOT to provide materials, equipment, labor or on-site inspection, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that impact NHS or State roadways)
- and, the estimate accurately reflects the proposed work, is reasonable, and is broken into the appropriate shares.

(Stamp)

Signature of Responsible Designer

Print Name of Responsible Designer

Date: _____

Appendix 12-9 (Rev 9-2021)

AAP 14LL
(5/2021)

Appendix 12-10

DBE COMMITTMENT

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal **% as Stated in the Advertisement**

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment ($)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. **Total Commitment:**

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:

Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

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Acronyms

ADA	Americans with Disabilities Act	MBE	Minority Business Enterprise
ADP	Advance Detail Plans	M/WBE	Minority and Woman Business Enterprise
A&E	Architectural & Engineering	NYSDOL	New York State Department of Labor
CAM	Construction Administration Manual	NYSUCP	New York State Unified Certification Program
CFR	Code of Federal Regulations	NYSDOT	New York State Department of Transportation
DBE	Disadvantaged Business Enterprise	ODO	New York State Department of Transportation Office of Diversity and Opportunity
EBO	Equitable Business Opportunities	PEO	Presidential Executive Order
EEO	Equal Employment Opportunity	RLO	Responsible Local Official
EI	Engineering Instruction	RLPL	Regional Local Project Liaison
FHWA	Federal Highway Administration	SDVOB	Service-Disabled Veteran-Owned Business
GFE	Good Faith Effort	USDOJ	United States Department of Justice
HDM	Highway Design Manual	USDOL	United States Department of Labor
LEP	Limited English Proficiency	USDOT	United States Department of Transportation
LPM	Local Projects Manual	WBE	Woman- Business Enterprise

NOTE

This chapter has associated appendices and forms at: **https://www.dot.ny.gov/plafap**

The links for the words **highlighted** throughout this chapter (except LPM chapter references) can be found at the end of this chapter in **Section 13.15 References.**

13.1 INTRODUCTION

This chapter provides an overview of federal and state Civil Rights laws, rules, regulations, and presidential and gubernatorial executive orders for locally administered transportation projects. The New York State Department of Transportation (NYSDOT) policy ensures equal opportunity and prevents discrimination in all its activities. NYSDOT and project sponsors (denoted as "Sponsor[s]" hereafter) share this compliance responsibility in meeting federal and state Civil Rights law requirements on locally administered transportation projects. Various chapters within the Local Projects Manual (LPM), as well as NYSDOT's Standard Specifications, NYSDOT's Manual of Uniform Recordkeeping (MURK) Part 1A Construction Administration Manual (CAM), and the Highway Design Manual (HDM) provide additional Civil Rights functional guidance.

13.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes require recipients[1], including the NYSDOT, of federal financial assistance to ensure that no one is excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color, or national origin in any federally assisted program and activity.

Per **23 CFR 200.9**[2], Sponsors that receive Federal Highway Administration (FHWA) funds through NYSDOT must have a Title VI Program subject to review and approval by NYSDOT. The Title VI Program's purpose is to prohibit discrimination and ensure nondiscrimination through policies, procedures, benefits and services, and regular program reviews. In addition, the Title VI Program requires Sponsors to specify how they will implement their Title VI responsibilities.

NYSDOT is required to perform formal annual compliance reviews of Sponsors receiving federal funds. Sponsors will be required to document their Title VI compliance through a NYSDOT audit review that includes an evaluation of how they administer their overall Title VI Program throughout all program areas.

Sponsors must summarize their efforts regarding how they monitor nondiscrimination in programs and activities that impact the public. The program areas include, but are not limited to:

- Planning
- Environment
- Project Development (Design)
- Right-of-Way

1 The term recipient is used to refer to an entity or entities that directly receive federal financial assistance from the United States Department of Transportation (USDOT) through the Federal Highway Administration (FHWA).

2 The term subrecipient is used to refer to an entity or entities that indirectly receive federal financial assistance from the USDOT through the FHWA. For consistency throughout this Manual, the term Sponsor(s) will be used to refer to subrecipient(s).

- Construction
- Maintenance
- Traffic Safety
- Research
- On-the-Job Training Programs

Sponsors have the option of:

- Adopting by a resolution **Appendices 13-1 through 13-4** of a Title VI Plan and applicable procedures, or
- Developing their own Title VI Plan with approval from **NYSDOT's Office of Diversity and Opportunity (ODO).**

Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

13.2.1 Sponsor's Title VI Requirements

A Sponsor's Title VI Plan must have policies and procedures in place to ensure Title VI compliance. These policies include:

- Title VI Assurances (signed and dated),
- Nondiscrimination Policy Statement (signed and dated),
- Title VI Plan (signed and dated) that includes Limited English Proficiency (LEP) Plan,
- Americans with Disabilities Act (ADA) Transition Plan,
- Monitoring/Review Process, Data Collection, and Analysis of participants,
- Designated Title VI Coordinator and an outline of their responsibilities,
- Complaint Form, with applicable processes, procedures, and issue resolution process,
- Public Involvement Plan that includes Public Dissemination of Title VI Information, and
- Schedule of Title VI Training (with recorded dates and target audience).

The Sponsor's overall Title VI Plan (**Appendices 13-1 through 13-4**) must include all of the above areas. Each area must be addressed in its entirety.

Fillable forms for all required policies and procedures can be found on NYSDOT website.

13.2.1.1 Sponsor's Title VI Assurance

The Sponsor's Responsible Local Official (RLO) or designee must have a signed and dated Title VI Assurance in place. The Sponsor must ensure that all programs, policies, procedures, activities, services, and facilities are implemented and operated in a nondiscriminatory manner. Title VI Assurance is a shared responsibility for all involved in delivering federal and state-funded projects.

13.2.1.2 Sponsor's Nondiscrimination Policy Statement

The Sponsor must maintain a current Title VI/Nondiscrimination Policy Statement. The Statement must inform the public of the Sponsor's commitment to nondiscrimination in all programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or low-income status, or limited-English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by the Sponsor or the Sponsor's contractors/subcontractors whether it is federally assisted or not. The policy statement must be signed and dated by the RLO or designee. The Statement must include the following provisions:

- A commitment to the nondiscrimination provisions of Title VI,
- Disseminate Title VI information to the general public and publish where appropriate,
- Ensure Title VI provisions are in all contracts and subcontracts with subcontractors,
- Participate in training offered on Title VI and other nondiscrimination requirements,
- Extend subcontracting opportunities to Disadvantaged Business Enterprises (DBEs),
- Maintain current and accurate records that demonstrate and document Title VI compliance, including collecting racial and ethnic data on persons impacted,
- Appoint a Title VI/Nondiscrimination Coordinator with direct access to the RLO, and
- Develop a complaint process and take affirmative action to correct any deficiencies within a reasonable time.

13.2.1.3 Sponsor's Title VI Plan

Sponsors must develop and maintain a Title VI Plan that documents procedures for complying with Title VI Program requirements. Sponsors may use the Sample Title VI Template (**Appendix 13-1 through 13-4**) or develop their own. Sponsors that develop their template must submit the plan for approval to NYSDOT. The Sponsor must have procedures to review their processes and collect and analyze data.

13.2.1.4 Monitoring and Review Process

Sponsors must develop procedures for identifying and addressing potential discrimination or discriminatory practices within their departments/agencies. The Title VI Plan must include procedures on how the Sponsor's departments/agencies are monitored and reviewed for Title VI

compliance and outline procedures to eliminate and address discrimination and resolve deficiencies when non-compliance occurs. In addition, Sponsors administering federal and state aid contracts must monitor prime contractors, subcontractors, consultants, and sub-consultants for Title VI compliance.

13.2.1.5 Data Collection and Analysis

Sponsors must develop procedures for collecting statistical data (race, color, national origin, and sex) of participants in and beneficiaries of the Sponsor's programs. Collecting data helps New York State identify and prioritize problem areas and evaluate policies and programs' effectiveness to ensure nondiscrimination. The Title VI Plan must describe how the Sponsor plans to collect Title VI-related data on an ongoing basis.

13.3 LIMITED ENGLISH PROFICIENCY (LEP)

Presidential Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency" contains two significant components. The first component is designed to improve enforcement and implementation of Title VI obligation to prohibit discrimination based on national origin. The obligation based on national origin includes prohibiting recipients (NYSDOT) and sub-recipients (Sponsors) of federal financial assistance from discriminating against individuals for whom English is not their first language by failing to provide meaningful access to services, programs, and activities for individuals who have LEP.

The second component requires all federal agencies to meet the same standards as federal financial assistance recipients and Sponsors in providing meaningful access for LEP individuals to federally funded programs. Sponsors and the federal government, based on available resources, must provide materials in other languages or interpreters at meetings when individuals have LEP.

Sponsors should consider the following measures to implement LEP strategies:

- Written translation of the Sponsor's vital documents,
- Language Implementation Plan,
- Bilingual staff for translation,
- Language needs assessments or efforts which consider:
- The number or proportion of LEP persons in the eligible service population,
- The frequency in which LEP individuals encounter the Sponsor's programs or activities, and
- The Program's importance, activity, or services provided by the Sponsor.

Outreach materials, including public meetings/hearings and announcements, *must* be available in languages the affected population understands. Public meetings and hearings should be held at both geographically and structurally accessible facilities. Efforts should be made to schedule public meetings and hearings that do not conflict with the impacted communities' work schedules

and should be held in facilities easily accessible by public transportation. Public meetings and hearing announcements should indicate that accommodations, to the extent possible, will be provided for individuals with disabilities and populations with LEP. If requested, spoken and sign language interpreters and alternately formatted materials should be provided at no cost.

Outreach materials, including public meeting/hearing announcements, *must* be available in languages the affected population understands.

13.4 ENVIRONMENTAL JUSTICE

Presidential Executive Order (EO) No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," directs each federal agency to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States. **Title 23 CFR 450** requires States and Metropolitan Planning Organizations to seek out and consider the needs of those traditionally underserved by existing transportation systems, including, but not limited to, low-income and minority households. There are three fundamental environmental justice principles:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health or environmental effects, including social and economic impacts, on minority populations and low-income populations.
2. To ensure all potentially affected communities' full and fair participation in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

13.5 THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT (ADA)

As amended, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any federally assisted program or activity. **Section 504**, codified in **49 CFR Part 27,** prohibits discrimination based on an individual's disability in transportation-funded programs, activities, and services receiving or benefiting from federal financial assistance from the USDOT via FHWA.

The Americans with Disabilities Act (ADA, 1990) is a broader civil rights statute that prohibits discrimination against people with disabilities in all areas of public life regardless of funding source. **Title II, 28 CFR Part 35** of the ADA pertains explicitly to state and local governments.

Sponsors must implement the following as part of their oversight responsibilities:

- Ensure that all departments are informed of their responsibilities to provide accessibility in their activities, programs, services, and facilities (i.e., department's public rights-of-way).
- Have a designated 504/ADA Coordinator responsible for coordinating Section 504/ADA compliance with all departments.
- Ensure the Sponsor and its sub-recipients apply appropriate accessibility standards to their transportation facilities as defined in NYSDOT's HDM.
- Ensure all complaints filed under Section 504 and/or the ADA are processed following established complaint procedures.
- Ensure that information in electronic format is accessible to people with disabilities.
- Provide public notice of the Sponsor's ADA provisions.
- Conduct self-evaluations.
- Ensure their ADA Transition Plan is in place and updated, as noted in their ADA Transition Plan. See **Section 13.5.3: ADA Transition Plan**.

The Sponsor must have a Designated ADA Coordinator .

13.5.1 Nondiscrimination

Title 49 CFR 27.7 requires a Sponsor's programs or activities that receive federal financial assistance when providing aid, benefits, services, activities, and public facilities to be accessible to persons with disabilities. The ADA requires public facilities and programs to be accessible regardless of the funding source. The Act also requires effective communication with persons with disabilities when Sponsors respond to their requests. Communication venues and media (public meetings, announcements, and publicity) must all be accessible. During project development, any public meetings or outreach shall comply with Title 49 requirements.

Regardless of where the funding comes from, all public facilities and programs must be accessible, per the ADA.

13.5.2 Self-Evaluation

Title 28 CFR 35.105 is the U.S. Department of Justice (USDOJ) Title II regulation that requires public entities, even if they do not receive federal funds, to evaluate their current policies, practices, programs, services, and activities and to make the self-evaluation available for public comment. In addition, the ADA Transition Plan Checklist, which can be found in **Appendix 13-2**, maybe used for self-evaluations.

Title 49 CFR 27.11 requires recipients (NYSDOT) and subrecipients (Sponsors) to conduct self-evaluations of policies, programs, practices, services, and activities for compliance with the ADA.

Self-evaluations are critical to improving your agency's processes.

13.5.3 ADA Transition Plan

Title 28 CFR 35.150(d)(1) requires "a public entity that employs 50 or more persons" to prepare an ADA Transition Plan identifying non-compliant pedestrian routes and facilities in the municipal Sponsor's public right-of-way. ADA Transition Plans shall include a plan and schedule for corrective action. Failure to create and maintain an ADA Transition Plan may result in an entity's ineligibility to receive federal funds.

If a public entity employs fewer than 50 persons, the entity needs to only conduct self-evaluations (see **Section 13.5.2**).

The ADA Transition Plan should include detailed information about the condition of the Sponsor's pedestrian-accessible route network, a list of the physical barriers that limit accessibility to its programs, activities, or pedestrian facilities, and the schedule to correct any non-compliance; this should include identifying the party responsible for implementing the corrective action to ensure all Sponsor facilities are accessible to individuals with disabilities. The Sponsor shall provide an opportunity for interested persons or organizations to participate in the development of the transition plan and a copy of the plan shall be made available for public inspection. For more information, refer to **28 CFR 35.150(d)(1), (3)(i-iv).**

The ADA Transition Plan Checklist (found in **Appendix 13-2**), the ADA Transition Plan (found in **Appendix 13-3**), and the ADA Proposed Work Plan and Schedule (found in **Appendix 13-4**, which are fillable forms) were developed to assist Sponsors in implementing their ADA Transition Plans. In addition, Sponsors are strongly encouraged to use the ADA Transition Plan Checklist located in Appendix 13-2 as a guide when preparing their own ADA Transition Plan.

NYSDOT has its own **ADA Transition Plan**, which includes an inventory of sidewalks and curb ramps alongside state-owned transportation infrastructure and a rating for accessibility of each. NYSDOT continues to update this inventory as it completes capital work at these locations and periodically refreshes the statewide list.

NYSDOT may construct sidewalks, curbs, and curb ramps alongside State highways located in Villages (**NYS Highway Law, Article 3, Section 46**), Towns (**NYS Highway Law Section 140**), and Cities (**NYS Highway Law, Article 12-B, Section 349-c**); however, under the statutory provisions granting NYSDOT such authority, respective Villages, Towns, and Cities are responsible for repairing and maintaining sidewalks, curbs, and curb ramps in their respective municipality. Maintenance includes both preventive and corrective maintenance. For further information, consult the applicable Highway Law Sections provided below.

When NYSDOT alters a State highway that provides pedestrian access, NYSDOT must design and construct the State highway in such a manner that a barrier to the usability of the streets by a protected class (individuals with disabilities) is not created or retained. See **28 CFR 35.150,**

35.151(b), 35.151(i). If NYSDOT does not alter the State highway, it remains the municipality's legal responsibility to comply with applicable ADA accessibility requirements.

A Sponsor's ADA Transition Plan shall include a list of locations with physical barriers that limit the accessibility of programs, activities, or services within its jurisdiction, including those identified alongside State highways. However, to ensure a clear understanding of anticipated and upcoming NYSDOT capital work, municipalities should discuss the State inventory and NYSDOT plans with the Regional Local Project Liaison (RLPL).

The Sponsor's completed ADA Transition Plan must be made available for public comment. For more information regarding ADA Transition Plans, contact the RLPL.

13.5.4 Design and Construction

Sponsors must comply with ADA accessibility standards for all facilities they construct, maintain, monitor, or upgrade. Compliance applies to all projects classified as new construction, reconstruction, rehabilitation, resurfacing, or repair, as well as any work undertaken by the Sponsor's forces. Therefore, access to existing and proposed pedestrian facilities in a public right-of-way must be provided. The applicability of design and construction standards is in **Chapter 9** of this manual.

The USDOJ and the FHWA clarified in the **2013 DOJ/DOT Joint Technical Assistance Informal Guidance Document** that "pavement alteration" activities require a Sponsor to address curb ramp compliance and distinguish between "pavement maintenance" activities that do not require such compliance. This guidance further clarifies this requirement stating that whenever a "pavement alteration" is made to a street, roadway, or highway, curb ramps must be provided at locations where curbs or other barriers restrict access to sidewalks or other pedestrian walkways. Examples of "pavement alterations" include:

- additions of new asphalt layers,
- in-place recycling,
- micro-surfacing/thin lift,
- mill and fill overlays,
- open-graded surface courses,
- cape seals,
- resurfacing,
- new construction,
- rehabilitation, and
- reconstruction.

Curb ramps and detectable warnings must be installed before or during the "pavement alteration" project.

Examples of "pavement maintenance" include:

- crack filling and sealing,
- surface sealing,
- chip seals,
- slurry seals,
- fog seals,
- scrub seals,
- joint crack seals,
- dowel bar retrofits,
- spot locations of high-friction surface treatments,
- diamond grinding, or
- pavement patching.

Structural changes to existing conditions must be clearly documented that they meet ADA standards.

See NYSDOT HDM Chapters 2, 7, and 18 and the DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental for additional guidance.

13.6 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Federal Aid Highway Act of 1968 (23 USC 140(a) and 23 CFR 230) ensures nondiscrimination in employment based on race, color, religion, sex, or national origin on any federally aided projects. Sponsors are required to include EEO provisions in all their federal aid construction contracts by physically including Form FHWA 1273, **Required Contract Provisions Federal Aid Construction Contract** in the contract proposal. EEO requirements are included in **Appendix 12-1**, **Chapter 14**, and **Chapter 15**.

Sponsors must identify employment goals for each specific contract; see **Chapter 12**. These goals are included in **Appendix 12-1**, which is included in the contract proposal. Contractors are required to submit workforce data to Sponsors during the performance of their construction contracts. Employees and work hours must be entered weekly in NYSDOT's civil rights reporting software **Equitable Business Opportunity (EBO)**. Sponsors must review EBO and compare the EEO Workforce Utilization Report to the certified payroll system. EEO goals and attainments are also monitored by both the RLPL and Sponsor. When the EEO goals are not met, the Contractor must provide Good Faith Effort (GFE) documentation to the Sponsor. GFE are action-oriented steps taken to show that all concrete, tangible, result-oriented efforts were exhausted through all reasonable means to comply with affirmative action hiring of the contract EEO goals.

Minority and female workforce participation goals must be maintained on a month-to-month basis or GFE needs to be provided.

13.7 APPRENTICESHIP AND TRAINING PROGRAMS

Training is a Civil Rights activity that may address the under-utilization of minorities, females, and economically-disadvantaged persons in highway construction and engineering contracts. The Sponsor must include **Item 691 Training and Apprenticeship Requirements** if the construction cost is estimated above $5 million. If the construction cost is below $5 million and there is an opportunity for training, the 691 Training items can be included.

An apprenticeship training program must be registered with the **NYS Department of Labor (NYSDOL)** and approved by NYSDOT. Only FHWA-approved On-the-Job Training programs or NYSDOL/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review process and approval process are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate training program activities with their RLPL.

The training item can be waived if all parties agree that the project has no meaningful and effective training.

Per EI 21-014, training requirements may be waived. If the construction cost is below $5 million, the Sponsor may submit a waiver request, which must be documented in the PS&E submission.

13.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Title 49 CFR 26.45 requires NYSDOT to submit a programmatic DBE Plan to the USDOT. Therefore, Sponsors must use NYSDOT's approved DBE Plan.

Only firms certified through the New York State Unified Certification Program (NYSUCP) as DBEs may be used to accomplish DBE participation goals set on federal aid contracts. The **NYSUCP DBE Directory** is the sole resource for identifying DBEs. Firms not certified as DBEs may apply for certification online with any of the four Certifying Partners listed on the Directory's home page. NYSDOT's DBE Certification Unit assists with DBE Certification. NYSDOT does not pre-qualify nor recommend firms for participation.

DBE firms must be certified at the time of project award.

13.8.1 DBE Contract Requirements / Establishing DBE Goals

13.8.1.1 Consultant and Professional Services

13.8.1.1.1 Architectural & Engineering (A&E) Consultant Contracts

All federally aided A&E consultant contracts must encourage DBE participation. The RLO's Project Manager or designee shall monitor DBE participation as the project progresses. The prime consultant shall report attainment data to the Sponsor each time a payment request is submitted using EBO. For more information about consultant selection procedures, see **LPM Chapter 6**.

13.8.1.1.2 Non-Architectural & Engineering (Non-A&E) Consultant Contracts

For non-A&E contracts such as real estate, legal, accounting, auditing, and public relations, the Sponsor, in coordination with the RLPL and NYSDOT's Office of Diversity and Opportunity (ODO), will determine the DBE goal during the final stages of drafting the Request for Proposals. This goal is based on the value of the contract, the type of work involved that could be subcontracted, and the availability of DBE to accomplish the work. Payment data shall be reported by the prime consultant to the Sponsor, utilizing the EBO system each time a payment is made.

13.8.1.2 Construction Contracts

The Sponsor or their designee will ensure that the construction contract includes participation goals in accordance with NYSDOT's current **DBE Program Plan**. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. To set the DBE goal, use the following documents:

- Table of Construction Contract Groups,
- Multi-Regional (Market Area) Map,
- Baseline DBE Goal Selection Chart, and
- The assessment portion of the Construction Contract DBE Goal Assessment Form.

These forms and instructions can be found on **NYSDOT's Civil Rights website**.

13.8.2 DBE Goal Assessment Process

The Sponsor may request a modification of the DBE goal. To implement a modification to the DBE goal to either increase, reduce, or be exempt during final design, the Sponsor is required to complete the DBE Goal Assessment Form. For example, increases might be appropriate for those projects with additional opportunities for DBE participation due to the project's variety of operations or magnitude. Conversely, a reduction or exemption could be sought for projects with no significant DBE participation opportunities, perhaps due to being specialized in nature with few pay items. The Sponsor must submit the **DBE Goal Assessment Form** to the RLPL before contract document review and approval, but preferably after authorization of Detailed Design. Refer to **HDM Chapter 21**, "Contract Plans, Specifications, and Estimates," or **NYSDOT's Civil Rights website**.

Approved revisions to the DBE goal must be included in the project's advertisement, contract proposal, and contract (see LPM Chapter 14 for guidance).

A DBE goal assessment must be performed at ADP to ensure the goals are appropriate to the project.

13.8.3 DBE Goal and Good Faith Efforts (GFE) Documentation

The Sponsor or their designee must set the goal, monitor, and report on a contract's DBE participation. If the goal is not met, the Sponsor must collect documentation of good faith efforts demonstrated by the contractor. Further details on setting DBE goals can be found in LPM Chapter 12; details on GFE documentation can be found in LPM Chapter 14 and LPM Chapter 15 and NYSDOT's MURK Part 1A CAM Section 102-12.

Sponsors must work with NYSDOT staff to ensure data and process quality throughout the project delivery and construction processes. In addition, NYSDOT requires civil rights reporting through the EBO software to monitor construction contract payments, DBE goals, DBE commitments, and DBE attainments. Further details on EBO can be found in LPM Chapter 14.

GFE must show concrete, tangible, result-oriented efforts were taken to meet the goal.

13.8.4 NYS Executive Order 162 Ensuring Pay Equity

NYS EO 162, Ensuring Pay Equity by State Contractors" issued in January 2017, is intended to help assure State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed. Refer to Standard Specifications §107-16 and LPM Chapter 15 for more information.

This reporting requirement applies to every individual who is paid in conjunction with the contract.

13.9 PROMPT PAYMENT

The Sponsor is responsible for ensuring all consultants and contractors comply with the prompt payment contract requirements in 49 CFR 26.29. These requirements must be included in the Sponsor's contract specifications. In addition, the Sponsor is responsible for quality control monitoring of prompt payments using EBO, with the RLPL providing quality assurance monitoring and enforcement.

While 49 CFR 26.29 requires payment to subcontractors within thirty (30) days, New York State and General Municipal Laws are more stringent. Specifically, NYS Finance Law Article 9, Section 139-f(2), and NYS General Municipal Law, Article 5-A, Section 106-b(2) require prime consultants and contractors to pay their subconsultants/contractors and their various vendors within seven (7) calendar days of receipt of payment from the public owner. Refer to Standard Specifications 109-07 and LPM Chapter 15 for more information.

The Sponsor may withhold future payment to the Contractor, per their Contract, until prompt payment issues are resolved by the Contractor.

13.10 FEDERAL REPORTING REQUIREMENTS

Consultants and contractors must submit data to Sponsors using NYSDOT's Civil Rights reporting software, EBO. Sponsors are required to ensure that consultants and contractors submit timely, accurate, and complete data. It enables NYSDOT to submit to the FHWA timely, accurate, and complete federal reports that include all federally aided contracts in New York State. A Sponsor's failure to ensure timely, accurate, and complete reporting of Civil Rights data may result in a loss or delay of federal aid. All data must be entered before final project acceptance by the Sponsor.

13.11 CONTRACT COMPLIANCE REVIEWS

Sponsors must conduct Civil Rights monitoring on all construction contracts. In addition, the Sponsor may be directed to perform a comprehensive construction contract compliance review per **23 CFR 230 Subpart D.** The procedure and forms for the construction contract compliance review process are in **NYSDOT's MURK Part 1A CAM Section 98.**

NYSDOT's ODO annually completes a compliance review of Sponsors who were recipients of federal aid. The ODO analysts will contact the Sponsor via telephone and follow up with a letter. In addition, the appropriate RLPL will be provided with additional information on the review. Compliance Reviews not only cover a specific project but evaluate the Sponsor's internal compliance processes and procedures.

13.12 FINAL REPORTS—CONTRACT CLOSE-OUT

Sponsors must ensure that all required Civil Rights data for federally funded and state-funded projects are in EBO before the State-Local Agreement's close-out. Failure to provide timely, accurate, and complete data may jeopardize reimbursement and future aid.

13.13 CIVIL RIGHTS REQUIREMENTS ON STATE-FUNDED (NON-FEDERAL AID) PROJECTS

13.13.1 Minority and Women-Owned Business Enterprises (M/WBE) Program and Service-Disabled Veteran-Owned Business (SDVOB) Program

The requirements of **New York State Executive Law Article 15-A, Article 3 of the Veteran Services Law,** and the regulations promulgated under **5 NYCRR 140-145** and **9 NYCRR 252.2** apply to all state-funded projects. Sponsors shall comply with these laws, rules, regulations, gubernatorial executive orders, and the **M/WBE and SDVOB Program** requirements.

All contracts entered into by the Sponsor in furtherance of state-issued, non-federally aided funds must be assessed to determine appropriate M/WBE/SDVOB goals derived from NYSDOT's Agency M/WBE and SDVOB Goal Plans. For detailed information on goal setting, Goal

Assessment, Good Faith Effort Documentation, and Goal Waiver Requests for M/WBE see **Appendix 13-5**; for SDVOB, see **Appendix 13-6**; and for GFE, see **Appendix 13-7.**

13.14 NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

By signing the State-Local Agreement, the Sponsor becomes contractually obligated to ensure all federal and state Civil Rights laws, rules, regulations, and federal and state executive orders are adhered to in contracts with its consultants and contractors. Failure by the Sponsor to carry out its responsibilities under and comply with federal and state civil rights requirements may result in a loss of federal or state aid.

13.15 REFERENCES, CHAPTER 13.0 CIVIL RIGHTS REQUIREMENTS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
23 USC § 140(a), Nondiscrimination	https://www.govinfo.gov/content/pkg/USCODE-1995-title23/html/USCODE-1995-title23-chap1-sec140.htm
42 USC § 2000d, Title VI of the Civil Rights Act	https://www.govinfo.gov/content/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap21-subchapV.pdf
23 CFR § 200.9, State Highway Agency Responsibilities	https://www.govinfo.gov/content/pkg/CFR-2008-title23-vol1/xml/CFR-2008-title23-vol1-sec200-9.xml
23 CFR § 230, External Federal Highway Programs	https://www.govinfo.gov/content/pkg/CFR-1999-title23-vol1/xml/CFR-1999-title23-vol1-part230.xml
23 CFR § 230.111, Implementation of Special Requirements for the Provision of On-the-Job Training	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec230-111.xml
23 CFR § 450, Planning Assistance and Standards	https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/xml/CFR-2004-title23-vol1-part450.xml
28 CFR § 35.105, Self-evaluation	https://www.govinfo.gov/content/pkg/CFR-2011-title28-vol1/xml/CFR-2011-title28-vol1-sec35-105.xml
28 CFR § 35.150(d)(1), Transition Plan	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-150.xml
28 CFR § 35.151, New Construction & Alterations	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-151.xml
49 CFR § 26, Disadvantaged Business Enterprises (DBE)	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml
49 CFR § 26.29, What prompt payment mechanisms must recipients have?	https://www.govinfo.gov/content/pkg/CFR-1999-title49-vol1/xml/CFR-1999-title49-vol1-sec26-29.xml
49 CFR § 26.45, How do recipients set overall goals?	https://www.govinfo.gov/content/pkg/CFR-2009-title49-vol1/xml/CFR-2009-title49-vol1-sec26-45.xml
49 CFR § 27.7, Discrimination Prohibited	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-sec27-7.xml
49 CFR § 27.11, Remedial and Voluntary Actions and Compliance Planning	https://www.govinfo.gov/content/pkg/CFR-1998-title49-vol1/xml/CFR-1998-title49-vol1-sec27-11.xml

TITLE	LINK
Title VI of the Civil Rights Act of 1964	https://www.fhwa.dot.gov/civilrights/programs/title_vi
FEDERAL LAWS & REGULATIONS	
The Federal Aid Highway Act of 1968	https://www.govinfo.gov/content/pkg/STATUTE-82/pdf/STATUTE-82-Pg815.pdf
Section 504 of the 1973 Rehabilitation Act	https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973
Americans with Disabilities Act of 1990 (ADA)	https://www.ada.gov/ada_intro.htm
Presidential Executive Order (EO) 12898	https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
Presidential Executive Order (EO) 13166	https://www.justice.gov/crt/executive-order-13166
STATE LAWS & REGULATIONS	
5 NYCRR 140-145, M/WBE Program	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
9 NYCRR 252.2, SDVOB Program	https://govt.westlaw.com/nycrr/Document/Ie852974522121 1e4a6bf0000845b8d3e?listSource=Search&contextData= %28sc.Search%29&list=NYREGULATION_PUBLICVIEW& rank=5&transitionType=Default
Veteran services Law Article 3, SDVOB	https://law.justia.com/codes/new-york/2022/vet/article-3/
NYS Executive Law Article 17-B, SDVOB Program	https://portal.nyserda.ny.gov/servlet/servlet.FileDownload?file=00Pt0000004FykREAS
NYS Executive Order 162, Ensuring Pay Equity	https://www.governor.ny.gov/sites/default/files/atoms/files/EO_162.pdf
NYS Highway Law, Article 3, § 46, State Highways in Villages	https://www.nysenate.gov/legislation/laws/HAY/46
NYS Highway Law, Article 3 § 140, State Highways in Towns	https://codes.findlaw.com/ny/highway-law/hay-sect-140.html
NYS Highway Law, Article 12-B, § 349-C, State Highways in Cities	https://www.nysenate.gov/legislation/laws/HAY/349-C
NYS Finance Law, Article 9, § 139-f(2), Payment on Public Work Projects	Legislation | NY State Senate (nysenate.gov)

TITLE	LINK
NYS General Municipal Law, Article 5-A, Section 106-b, Payment on Public Works Projects	https://www.nysenate.gov/legislation/laws/GMU/106-B
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
ADA Transition Plan	https://www.dot.ny.gov/programs/adamanagement/ada-transition-plan
DBE Certification Program	https://www.dot.ny.gov/main/business-center/civil-rights/general-info/dbe-certification
NYSDOT Contract Administration Manual, Section 98	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a\
NYSDOT Standard Specifications	https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2022_1_specs_usc_vol1.pdf
NYSDOT Highway Design Manual, Chapter 21	https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-21
NYSDOT DBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/DBE%20Program%20Plan%202019%20Final%20%20121719.pdf
NYSDOT's M/WBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
NYSDOT's SDVOB Plan	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
NYSDOT Title VI Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
NYSDOT Engineering Instruction, EI 21-014	https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=13988
Title VI Nondiscrimination Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
ADDITIONAL RESOURCES	
DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental	https://www.ada.gov/doj-fhwa-ta-supplement-2015.html
The NYSUCP DBE Directory	https://nysucp.newnycontracts.com/

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

APPENDICES

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TITLE VI PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Note: Wherever the terms "Name of Municipality," "Municipality name," "Municipality's," and "Municipality" occur throughout this document, it refers to the Sponsor indicated on this Cover Page.

Appendix 13-1: Standard Title VI/Non-Discrimination Assurances

The ***Municipality*** (herein referred to as the "Municipality"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the US Department of Transportation (DOT), through the ***New York State Department of Transportation (NYSDOT)***, is subject to and will comply with the following:

Statutory/Regulatory Authorities

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252) (prohibits discrimination on the basis of race, color, or national origin).

- 49 CFR Part 21 (entitled Nondiscrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act Of 1964.)
- 28 CFR Section 50.3 (US Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policies, memoranda, and/or guidance, the Municipality hereby gives assurance that it will promptly take any measures necessary to ensure that:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the NYSDOT."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general assurances, the Municipality agrees with and gives the following Assurances with respect to its Federally assisted (Name of Appropriate Program):

1. The Municipality agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Municipality will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all (**Insert Name of Appropriate Program**) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Municipality**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Municipality will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Municipality will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Municipality.

5. The Municipality receives Federal financial assistance to construct a facility or part of a facility; the assurance will extend to the entire facility and facilities operated in connection therewith.

6. Where the Municipality receives Federal financial assistance in the form of the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

7. The Municipality will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Municipality with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and,

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. This Assurance obligates the Municipality for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the Municipality or any transferee for the longer of the following periods:

   a. The period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits; or

   b. The period during which the Municipality retains ownership or possession of the property.

9. The Municipality will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Municipality agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***Municipality*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the NYSDOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews and/or complaint investigations conducted by NYSDOT. You must keep records, and reports and submit the material for review upon request to NYSDOT or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements prescribed by law or detailed in program guidance.

The ***Municipality*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the US Department of Transportation under the **(Insert Name of Appropriate Program)**. This ASSURANCE is binding on the ***Municipality,*** other recipients, sub-recipients, sub-grantees, contractors, subcontractors, and their subcontractors, transferees, successors in interest, and any other participants in the **(Insert Name of Appropriate Program)**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Municipality.

_____

(Name of Municipality)

_____

(Print Name)

by _____

(Signature of Responsible Local Official or designee)

DATED _____

Appendix 13-1: Title VI Nondiscrimination Policy Statement

It is the ***Municipality's*** (herein referred to as the "Municipality"), policy to prevent and eliminate discrimination in all its operations and services as well as all aspects of employment. All Departments, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, color, or national origin.

This policy fully incorporates throughout all of ***the Municipality's*** operations the requirements of applicable State and Federal laws, and executive orders to prohibit discriminatory practices, procedures, and policies. All administrators, managers, supervisors, and employees are directed to comply with these laws and orders.

The ***Municipality*** is committed to maintaining an agency that recognizes and values every person's inherent worth and dignity; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach their own potential.

This policy will be placed on all of the ***Municipality's*** bulletin boards and made available to all organizations and entities doing business with the ***Municipality***. Any complaints involving allegations of discrimination should be sent to **Municipal Title VI Coordinator Name**, including contact information.

Related Policy and Authoritative Sources

New York State Laws

- **New York State Human Rights Law Article 15 (1945)** – Guarantees Nondiscrimination in the State of New York on the basis of race, creed, color, national origin, sex, marital status, age, disability, and or sexual orientation.
- **New York State Law Article 15-A (1988) -** An act to amend the executive law and the state finance law in relation to participation by minority group members and women with respect to state contracts.
- **New York State Law Article 17-B (2014)** – An Act to amend the executive law to expand opportunities for service-disabled veteran-owned business enterprises.
- **Sexual Orientation Non-Discrimination Act (2003)** – This Act amends the Executive Law to include sexual orientation.

New York State Executive Orders

- **Executive Order 2** – authorized the continuation of certain prior Executive Orders related to equal opportunity and Nondiscrimination in all State programs.
- **Executive Order No. 6** – Insures equal employment opportunities for minorities, women, disabled persons, and Vietnam-era Veterans in State government. The order clarifies and expands the President of the Civil Service Commission's power and the Governor's

Executive Committee for Affirmative Action to ensure that agencies develop and implement effective affirmative action plans.

- **Executive Order 162** – assures that State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed.

Federal Laws and Executive Orders

- **Civil Rights Act of 1964** – Prevents discrimination in federally assisted programs; provides relief against discrimination in public accommodations; protects constitutional rights in public facilities and public education; enforces the constitutional right to vote. Title VI – prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. Title VII, as amended by the Equal Employment Opportunity Act of 1972 – Makes it unlawful to discriminate in employment practices on the basis of race, color, religion, sex, or national origin.
- **Section 503 of the Rehabilitation Act of 1973** – Prohibits discrimination on the basis of physical or mental disability in every federally assisted program or activity in the country.
- **Age Discrimination Act of 1975** – Prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- **Civil Rights Restoration Act of 1988** – Specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in a program or activity that receives federal funding. It applies to all federal laws.
- **Americans with Disabilities Act (ADA) of 1990** – Federal Law prohibiting discrimination against people with disabilities in employment, public access to services, transportation, public accommodations, and telecommunications services.
- **Civil Rights Act of 1991** – Provides appropriate remedies for intentional discrimination and unlawful harassment in the workplace; codifies the concepts of "business necessity" and "job-related," confirms statutory authority, and provides statutory guidelines for the adjudication of disparate impact suits under Title VII of the Civil Rights Act of 1964; expands the scope of relevant civil rights statutes in order to provide adequate protection to victims of discrimination. The Act provides compensatory and punitive damages and jury trials in sex, religion, and disability bias cases.
- **Executive Order No. 162** – Ensures fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
- **Executive Order No. 11246** – Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of race, color, religion, or national origin. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.

- **Executive Order No. 12898** - Seek to avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations, and to ensure full and fair participation by all potentially affected communities in the transportation decision-making process. Further, it directs recipients of federal funds to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States.
- **Executive Order No. 11375** - Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of sex. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.
- **Executive Order No. 13166** - Prohibits discrimination based on national origin federal agencies, recipients and subrecipients of federal financial assistance.

_____

(Print Name)

_____ _____

(Responsible Local Official or designee) *(Date)*

Appendix 13-1: APPENDIX A, For Contractors, Subcontractors, Suppliers, and Manufacturers

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the US Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**: The contractor, with regard to the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices, when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part *21*.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Municipality or the **(Insert Title of Modal Operating Administration)** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Municipality or the **(Insert Title of Modal Operating Administration)**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Municipality will impose such contract sanctions as it or the **(Insert Title of Modal Operating Administration)** may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Canceling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Municipality, or the **(Insert Title of Modal Operating Administration)** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request **the *Municipality*** enter into such litigation to protect the interests of the **the *Municipality*** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix 13-1: APPENDIX B, Clauses for Deeds Transferring United Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the US Department of Transportation as authorized by law and upon the condition that the ***Municipality*** will accept title to the lands and maintain the project constructed thereon in accordance with **(Insert Name of Appropriate Legislative Authority)**, the Regulations for the Administration of **(Insert Name of Appropriate Program)**, and the policies and procedures prescribed by the **(Insert Title of Modal Operating Administration)** of the US Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the US Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ***Municipality*** all the right, title and interest of the US Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the ***Municipality*** and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the ***Municipality,*** its successors and assigns.

The ***Municipality,*** in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the ***Municipality*** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally-assisted programs of the US Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US Department of Transportation and its assigns as such interest existed prior to this instruction].*

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***Municipality*** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event, facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, *the* ***Municipality*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of a breach of any of the above Nondiscrimination covenants, the ***Municipality*** will have the right to enter or re-enter the lands and facilities thereon. The above-described lands and facilities will thereupon revert to and vest in and become the absolute property of the **(Insert Title of Recipient)** and its assigns. *

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX D, Clauses in the Event of a Breach of Any of the Above Nondiscrimination Covenants

CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ***Municipality*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of a breach of any of the above Nondiscrimination covenants, (***Municipality)*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued*.

C. With respect to deeds, in the event of a breach of any of the above Non-discrimination covenants, (***Municipality)*** will thereupon revert to and vest in and become the absolute property of ***(Municipality)*** and its assigns*.

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX E, Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects),
- Federal-Aid Highway Act of 1973, (23 USC § 324 *et seq.),* (prohibits discrimination on the basis of sex),
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27,
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.),* (prohibits discrimination on the basis of age),
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex),
- The Civil Rights Restoration Act of 1987 (PL 100-259) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not),
- Titles II and III of the Americans with Disabilities Act, prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex),
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations,
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, provides that national origin discrimination includes discrimination based on an individual's limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100),

- AS AMENDED, Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in education programs or activities (20 USC 1681 et seq).

Appendix 13-1: Limited English Proficiency (LEP) Plan

NAME OF MUNICIPALITY

Optional: Attach Organization Seal or Logo Here

_____

(*Print Name*)

Signed by: _____

(Select Official)

Date:

E-Mail Address:

Telephone Number:

Limited English Proficiency (LEP)

This Limited English Proficiency Plan has been prepared to address the **(Insert Name of Municipality)** (herein referred to as the "Municipality"), and its' responsibilities as a subrecipient of federal financial assistance related to the needs of individuals with limited English proficiency. The Plan has been prepared according to Title VI of the Civil Rights Act of 1964, 42 USC 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination based on race, color, or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency,* states that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination covered under Title VI. It directs each federal agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NYSDOT), clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and extends to its sub-recipients.

Plan Summary

The ***Municipality*** has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the Municipality. As defined by Executive Order 13166, LEP persons do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, how assistance may be provided, staff training required, and notification to LEP persons regarding assistance availability. For detailed guidance regarding LEP, see **NYSDOT's LEP Plan.**

In order to prepare this plan, the ***Municipality*** used the Federal Highway Administration (FHWA) Four-Factor LEP analysis:

1. The number or proportion of LEP persons in the service area whom the the ***Municipality*** may serve.
2. The frequency with which LEP persons come in contact with the ***Municipality*** services.
3. The nature and importance of services provided by the ***Municipality*** to the LEP population.
4. The interpretation services available to the ***Municipality*** and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section.

Meaningful Access: Four-Factor Analysis

1. **The number or proportion of LEP persons in the service area who may be served or are likely to require *Municipality* services**

The ***Municipality*** staff reviewed the American Community Survey 5-Year Estimates for New York State and determined that:

a. _____ individuals in ***Municipality*** service area comprising _____% of the population] speak a language other than English,

b. Of those, _____ individuals have limited English proficiency; that is, they speak English less than "very well" or "not at all." It is only _____% of the overall population in the service area,

c. In the (Insert Name of Municipality)service area, of those persons with limited English proficiency:

- _____% speak German
- _____% speak Spanish
- _____% speak African languages
- _____% speak Chinese
- _____% speak Serbo-Croatian
- _____% speak Scandinavian
- _____% speak Japanese
- _____% speak Russian
- _____% speak other Indic languages
- _____% speak Vietnamese
- _____% speak French
- _____% speak Tagalog
- _____% speak other Slavic languages
- _____% speak Arabic, Indo-European languages
- _____ % speak Native North American Languages

- _____ % speak Korean
- _____% speak Haitian Creole
- _____% speak Italian
- _____% speak Bengali
- _____% speak Polish
- _____% speak Yiddish
- _____% speak all other languages

2. **The frequency with which LEP persons come in contact with the *Municipality* services**

   The ***Municipality*** reviewed the frequency with which their staff has, or potentially has, contact with LEP persons. It includes documenting phone inquiries or office visits.

   a. To date, the ***Municipality*** has had _____requests for interpreters and _____ requests for translated program documents as follows: (Provide details here) OR

   b. The ***Municipality*** and other staff have had minimal contact with LEP persons.

3. **The nature and importance of services provided by the *Municipality* to the LEP population**

   a. There is no large geographic concentration of any LEP individuals in the service area of ***Municipality.*** The overwhelming majority of the population, _____%, speaks only English. As a result, few social, service, or professional and leadership organizations within the ***Municipality*** service area focus on outreach to LEP individuals.

   b. The ***Municipality*** (Insert Department Name) staff is most likely to encounter LEP individuals through office visits, phone conversations, notifications from department staff regarding the results of service delivery, and attendance and participation at public meetings.

4. **The resources available to the *Municipality* and overall cost to provide LEP assistance**

   The ***Municipality*** reviewed its available resources that could be used to provide LEP assistance and inventoried its documents to determine which are suitable for

translation if the need arises.

The ***Municipality*** contacted local citizens and organizations willing to provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which the ***Municipality*** would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be eligible for language assistance with respect to ***Municipality*** services. Language assistance can include interpretation (that means oral or spoken transfer of a message from one language into another) and translation (the written transfer of a message from one language into another).

The ***Municipality's*** staff can identify an LEP person in need of language assistance by:

- Posting notices of the LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- Providing ***Municipality*** staff with language identification cards to identify the language interpretation services needed if the occasion arises.
- Periodically surveying ***Municipality,*** staff regarding their interaction with LEP persons during the previous period (e.g., quarterly, semi-annually, and annually).
- Greeting participants at the ***Municipality***-sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for future events.

Language Assistance Measures

Although there is a very low percentage of LEP individuals in the ***Municipality*** service area (i.e., persons who speak English less than "very well" or "not at all,") the ***Municipality*** will take the following actions:

1. The ***Municipality*** staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
   - Volunteer Spanish language interpreters will be provided within a reasonable time.
   - Language interpretation services for all other languages will be accessed through a professional telephone interpretation service.

STAFF TRAINING

The information below will be disseminated to staff. Training opportunities on these topics also will be provided:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Proper use of interpreter service provider's language identification cards
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the ***Municipality*** must follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The ***Municipality*** weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents, and other relevant factors, the ***Municipality*** has determined that it is an unreasonable burden to translate documents at this time.

Due to the very small LEP population, the ***Municipality*** does not have a formal outreach procedure. _____ [Enter year here]. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, the ***Municipality*** will consider the following options:

- When staff prepares documents or schedules public meetings whose audience is expected to include LEP individuals, the ***Municipality*** will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- ***Municipality*** will assess requests to translate documents based on the potential effect and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan – The ***Municipality*** will update the LEP Plan as required. The plan will be reviewed and updated at a minimum when recent data from the US Census and the American Community Survey are available or when higher concentrations of LEP individuals are present in the ***Municipality*** service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually.
- How the needs of LEP persons have been addressed?
- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources).
- Determination as to whether the need for translation services has changed.
- Determination of the effectiveness of language assistance efforts.
- Determination of the adequacy of the ***Municipality's*** financial resources to fund language assistance resources.

- Determination of the ***Municipality's*** full compliance with the goals of the LEP Plan.
- Determination of the ***Municipality*** processing of LEP complaints.

DISSEMINATION OF THE (Insert Name of Municipality) LEP PLAN

Choose from below the actions that ***Municipality*** will take:

- Post signs in ***Municipality*** public areas informing LEP persons of the LEP Plan and how to access language services.
- Notify LEP persons of the availability upon request of documents in other languages. This should be placed on agendas and public notices and in the language that LEP persons would understand.
- On the ***Municipality*** website, post the LEP Plan and procedure to access language services.
- Prepare and post Press Release in non-English languages as necessary.
- Distribute copies of press releases to advocacy groups and other organizations serving LEP populations.

APPENDIX 13-2

ADA TRANSITION PLAN CHECKLIST

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-2: ADA Transition Plan Checklist

Sponsor: _____ Responsible Local Official (RLO): _____ Title of RLO: _____ Telephone _____ Email Address: _____ Date: __/__/_____ ☐ Federal Aid Project ☐ Non-Federal Aid Project	ADA Coordinator: _____ Title II Coordinator _____ Section 504 Coordinator: _____ Self-Evaluation Plan Manager: _____ ADA Transition Plan Manager: _____

Sponsors Responsibilities

This section aims to determine the range of types of facilities/assets the Sponsor is responsible for.

☐	Highways	☐	Bus Transit Systems	☐	Airports
☐	Rest Areas	☐	Bus Stops	☐	Ports and Harbors
☐	Welcome Areas	☐	Van Transit Systems	☐	Pipelines
☐	Scenic Overlooks	☐	Rail Transit Systems	☐	Waterways
☐	Recreation Areas	☐	Public Safety Facilities	☐	Others
☐	Office Building	☐	Railways		
☐	Maintenance Facilities	☐	Ferries		

Identification of Deficiencies

This section aims to discuss what facilities the Sponsor is typically dealing with and some common deficiencies.

What Type of Facilities are you dealing with?					
☐	Sidewalks	☐	Crosswalks	☐	Shared Use Paths
☐	Curb Ramps	☐	Ramps	☐	Other
☐	Curb Cuts	☐	Medians		
☐	Driveway Crossings	☐	Bus Stops		

Clear Width and Other Dimensions: ☐ Narrow ☐ Below Guidelines	Grade: ☐ Steepness ☐ Angle Points
Cross Slope: ☐ Steepness ☐ Irregularity ☐ Variability	Materials ad Finishes: ☐ Deterioration ☐ Inappropriateness
Discontinuities: ☐ Missing Sections ☐ Gaps ☐ Drops	Lighting: ☐ Missing ☐ Not Operating ☐ Inadequate Levels
Obstructions: ☐ Signs ☐ Fire Hydrants ☐ Lights ☐ Newspaper Boxes ☐ Standing Water ☐ Drainage Structure ☐ Mailboxes	Detectable Warning Systems: ☐ Missing ☐ Inappropriate Materials ☐ Inadequate Size ☐ Wrong Location
Traffic Signal Systems: ☐ Inadequate Time Allowed ☐ Inaccessible Buttons ☐ Inoperable Buttons ☐ Lack of Visually Impaired Provisions	Maintenance and Services: ☐ Snow Removal ☐ Debris Clean Up ☐ Trash Cans ☐ Recyclable Material Bins
Access Through Work Zones	Other

Designs and Cost Estimates for Improvement

The improvements needed to correct deficiencies must be defined through a design and cost estimating process. The goal of this section is to discuss the Sponsor's approach to doing this.

Yes	No	
☐	☐	Have your design standards been reviewed concerning accessibility issues?
☐	☐	Do you have in-house design capacity concerning accessibility issues?
☐	☐	Are design consultants needed?
What cost estimating resources do you rely on for accessibility improvements?		
What escalation factors are you applying to accessibility improvements?		

Prioritization of Improvements

A priority ranking for approaching the defined improvements must be worked out to establish an effective schedule. This section aims to discuss the methods used to rank the upgrades in order of priority.

What is the approach to prioritizing improvements?			
☐	Population density in the area	☐	Hospitals
☐	Significant disabled population within the area	☐	Places of Employment
☐	Proximity to key locations	☐	Shopping Areas
☐	Government offices	☐	The severity of the deficiency
☐	Schools		

Yes	No	
☐	☐	Is a review complaint a factor?
☐	☐	Is public demand a factor?

Prioritization of Improvements

What are the sources of public demand?		
Yes	**No**	
☐	☐	Is compatibility with the available budget a factor?
How are the available budget and the improvement needs matched?		

Management Approach to Implementation

This section explains how the Sponsor manages the transition plan's development and carries out the improvements. The plan's development may be a time-intensive effort but tracking the implementation of the upgrades will be a less severe long-time assignment.

What is the approach to prioritizing improvements?
Who is the Responsible (RLO) in charge of the implementation of the Transition Plan?
Who is the ADA Transition Coordinator?
Is there an internal committee that provides input into the Transition Plan Process?
Has any staff been assigned to the Transition Plan Process?
How many staff persons?
In what capacity?
In what Department does the responsibility for the Transition Plan reside?
What training courses about accessibility have the staff gone through?
What reference works about accessibility do you find useful?
Who has the responsibility for Transition Plan updates?
Have any consultants been contacted relative to Transition Plan work?

Funding Mechanisms

There is no specific funding mechanism related to the improvement of accessibility deficiencies. Funding might come from many different sources. The goal of this section is to explore the funding experience of the Sponsor.

Yes	No	
☐	☐	Have accessibility improvements been incorporated into existing programmed projects?
☐	☐	Has any cost differential been recognized?
☐	☐	Have stand-alone accessibility improvement projects been processed through the Transportation Improvement Program?

What sources have provided funding for accessibility improvement programs:

☐	National Highway System Program	☐	Congestion Mitigation/Air Quality Program
☐	Surface Transportation Program	☐	Recreational Trails Program
☐	Highway safety Improvements Program	☐	State and Community Traffic Safety Program
☐	Railway-Highway Crossing Program	☐	Other Programs
☐	Transportation Alternatives Program		

Yes	No	
☐	☐	Have accessibility improvements been included in developer impact fees?

Scheduling and Budgeting

Schedules and budgets are the tools of implementation. This section aims to determine how the Sponsor will/is scheduling and budgeting for accessibility improvements.

Yes	No	
☐	☐	Is there an overall completion target date?
☐	☐	Are there milestone dates?
☐	☐	Is there a separate Curb Ramp Installation Schedule?
☐	☐	Is there a budget line item for accessibility improvement programs?

Coordination with Other Agencies

Other agencies have authority over pedestrian facilities and have an interest in inaccessibility. This section aims to explore the exchange of information and the handling of interfacing with other agencies.

Yes	No	
☐	☐	Are there local government pedestrian master plans that are used as input and guidance?
How is the interface between agency sidewalks and local sidewalks handled?		
Who has authority over bus stops?		
How is the interface between sidewalks and bus stops handled?		
What other Agencies, if any, have jurisdiction over pedestrian facilities? ☐ Transit Authorities ☐ Airport Authorities ☐ Turnpike Authorities		
Yes	No	
☐	☐	Do you receive input from any social services agencies?

Promulgation and Feedback

Any recommendations, unique, unusual, or unfinished (e.g., ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Situations

Regional Reviewer	Concern/Situation	Resolution/Date

APPENDIX 13-3

ADA TRANSITION PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term "Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

Appendix 13-3: AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

ADA Transition Plan

This ADA Transition Plan reflects ***Municipality*** herein referred to as the ("Municipality"), long-term commitment to ADA compliance and details the stages of ***Municipality*** plan and the timeline for (1) evaluating accessibility by identifying any structural barriers associated with public facilities; (2) identifying accommodations and/or modifications that can be provided to make programs and services accessible, and (3) prioritizing the remediation of any deficiencies and formulating a budget and schedule for those improvements.

This Draft ADA Transition Plan will be revised and updated as the steps of the Plan are completed.

Introduction

ADA regulations prohibit discrimination against individuals on the basis of disability and require state and local governments to make their programs and services accessible to persons with disabilities. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with public facilities.

As detailed below, ***Municipality*** has made a significant and long-term commitment to improving the accessibility of its public facilities. The purpose of this Plan is to ensure that ***Municipality*** identifies prohibited structural barriers to its public facilities and, where structurally feasible, schedules and implements ADA-required improvements in order to remove those barriers.

The ADA requires that the Transition Plan include the following components:

1. Identification of physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities,
2. Identification of the methods to be used to remove any barriers limiting accessibility,
3. A schedule for completion of the necessary steps to achieve accessibility in public facilities, and
4. The Name of the public entity's ADA Coordinator.

STEP 1: IDENTIFICATION OF PHYSICAL BARRIERS IN THE NAME OF THE MUNICIPALITY'S FACILITIES

The first phase of the ADA Transition Plan is to evaluate the **Municipality's** public facilities for accessibility. Officials from Planning, Public Works, and Human Resources Departments will coordinate to conduct accessibility evaluations of the following facilities:

- Sidewalks, crosswalks, and curb ramps
- Publicly accessible buildings

- Parking lots serving publicly accessible buildings

A Survey of the ***Municipality's*** Public Facilities ("the Survey") will be completed for each facility evaluated. Any deficiencies suggested improvements and observations relating to structural feasibility of improvements will be noted and recorded on the Survey. An Inventory of Public Facilities ("the Inventory") will also be created and will serve as the central database for identified structural barriers, suggested improvements, and comments relating to structural feasibility of improvements.

Evaluation of Sidewalks, Crosswalks, and Curb Ramps

The Survey will contain the following ratings to assess the condition of each ***Municipality*** sidewalk, crosswalk, and curb ramp:

- **Rating 1** – Not Applicable: A facility not considered to require accessibility, for example, limited-access highways.
- **Rating 2** – Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding, etc.
- **Rating 3** – Partially Accessible: Not designed to current standards, problems with geometry of sidewalks, ramps, and landings, no detectable warnings, handrails, etc.
- **Rating 4** – Accessible: May need additional improvements, for example, circuitous routes, insufficient width, etc.
- **Rating 5** – Fully Accessible: Designed to current standards, but reasonable accommodations may still be required for individual cases.

Evaluation of Parking Lots and Publicly Accessible Buildings

To evaluate publicly accessible buildings and the parking lots serving those buildings, the Survey will incorporate relevant portions of the ADA Checklist (Appendix 13-2) for Existing Facilities (based on the **2010 ADA Standards for Accessible Design**), produced by the Institute for Human-Centered Design.

Schedule for Completion

Municipality officials from its Planning, Public Works, and Human Resources Departments will be coordinating over the next several months to evaluate public buildings, parking lots, sidewalks, crosswalks, and curb ramps. Numerous facilities will be subject to this evaluation, and consequently, this will be a substantial undertaking for the reviewing officials. The evaluations will be scheduled to evaluate outdoor facilities prior to the winter months (to avoid snow cover that may impede a thorough review), with any remaining evaluations of outdoor facilities to be completed to ***provide a projected date for completion***. Evaluations of indoor facilities will continue during the winter months. Therefore, it is estimated that Step 1 will be completed by ***provide estimated completion date.***

STEP 2: IDENTIFICATION OF METHODS TO REMOVE BARRIERS

The second phase of the ***Municipality*** ADA Transition Plan is to develop a method to remove barriers. This includes identifying the nature of needed improvements, determining the structural feasibility of improvements under the ADA standards, and prioritizing necessary improvements.

Once the necessary improvements have been identified and prioritized, this information, along with a list of any improvements determined to be physically unfeasible, will be presented at a public meeting of the ***Municipality's*** Compliance Committee. The ***Municipality's*** practice provides public notice of the dates and agendas of Compliance Committee meetings on the ***Municipality's*** website. It will provide the public with an opportunity to participate in the formulation of the ADA Transition Plan.

Nature of Improvements and Structural Feasibility

The necessary improvements will be determined during Step 1 – the accessibility evaluation of ***the Municipality facilities – and*** incorporated into the ADA Transition Plan after completing Step 1. Any improvements that ***Name of Agency*** officials determine are not structurally feasible based on ADA regulations will also be incorporated into the Plan.

Priority of Improvements

Sidewalks; Crosswalks; Curb Ramps

With respect to sidewalks, crosswalks, and curb ramps, this ADA Transition Plan's primary focus is to address all ADA noncompliant facilities, defined as locations with a rating of "2" and "3" on the scale discussed above.

The priority of improvements to these facilities will be as follows:

1. Those serving publicly accessible ***Municipality*** facilities,
2. Those serving commercial and employment centers, and
3. Those serving other areas.

Parking Lots and Publicly Accessible Buildings

The priority of improvements to parking lots and publicly accessible spaces in ***Municipality*** buildings will be based on the severity of the accessibility barrier and the frequency of public presence at the facility. Notably, the general assessment of the ***Municipality*** Code Enforcement Officer is that ***Municipality*** facilities where public meetings take place are in substantial compliance with the ADA. All new construction or renovations to existing facilities have complied with ADA standards. As such, the ***Municipality*** does not expect that its publicly accessible buildings and parking lots will require major structural improvements.

STEP 3: SCHEDULE FOR COMPLETION OF NECESSARY IMPROVEMENTS

Once the Inventory of Public Facilities has been completed and necessary improvements have been prioritized as provided above, the ***Municipality*** will formulate an estimated budget for the improvements. The schedule for improvements will depend heavily upon the number and severity of the deficiencies identified during the accessibility evaluation and the costs associated with the improvements. However, the ***Municipality*** reiterates its commitment to making its public facilities accessible to all persons, regardless of disability. The ***Municipality's*** ADA Transition Plan will outline a specific schedule for improvements after Completion of Step 2, and this schedule will reflect the ***Municipality's*** commitment to ADA compliance.

ADA COORDINATOR

The (***Name of Municipality)*** ADA Coordinator is:

Name (*Name*) _____

Title (*Title*) _____

Provide ADA Coordinators' contact information:

Name: _____

ADA Coordinator_____

Name of Municipality _____

Address: _____

Telephone Number: _____

E-mail Address: _____

APPENDIX 13-4

ADA PROPOSED WORK PLAN AND SCHEDULE

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term "Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

ADA Proposed Work Plan and Schedule

Program Year	ADA Single Purpose Project Description				ADA Single Purpose Cost (M)	ADA Reg. Construction Project * Cost (M)
	Route	Begin Description	End Description	Miles		
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
TOTAL COST					$ 000.000	$ 000.000

Note - The regular construction projects are listed for cost and program purposes only. The location description only pertains to the ADA single-purpose project.

Sidewalk Gaps – The table above identities deficiencies in the existing sidewalk/multi-use path system deemed to be under the ADA compliance domain. It does not include additional pedestrian accommodation needs identified by the region, MPO partners, and transit operators. These needs will be identified as necessary with future program development as resources allow. The above work plan will be subject to further field verification and coordination.

APPENDIX 13-5

SETTING M/WBE GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-5: SETTING M/WBE GOALS ON NON-FEDERALLY AIDED GRANT CONTRACTS

The provisions of New York State Executive Law Article 15-A *Participation by Minority Group Members and Women with Respect to State Contracts* and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (5 NYCRR Parts 140-145) are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations, executive orders, and the M/WBE Program requirements.

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federally-aided, grants must include M/WBE goals that are derived from the New York State Department of Transportation's (NYSDOT's) Agency M/WBE Goal Plan established pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

a. Construction contracts greater than one hundred thousand dollars ($100,000); or
b. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering).
c. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated with either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply M/WBE goals **to that portion of the work**. The Municipality/Sponsor/Grantee is encouraged to maximize M/WBE participation to the greatest extent practicable.

Establish M/WBE Goals

The Municipality/Sponsor/Grantee agrees that the following Standard M/WBE Goals for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant are provided.

Standard M/WBE Goals

CATEGORY/CONTRACT TYPE	MBE	WBE
Commodities	9.0%	17.0%
Construction/Consultants (Architectural/Engineering)	20.0%	10.0%
Construction	10.0%	15.0%
Services/Consultants (Non-Architectural/Engineering)	7.0%	12.0%

NOTE: See definitions

These Standard Goals are based on the NYSDOT's Agency M/WBE Goal Plan, as a result of programmatic analysis. The Plan is available at the **M/WBE Program webpage** on the NYSDOT website.

The Municipality/Sponsor/Grantee agrees to consider the following statutory factors (See **5 NYCRR 142.2(d)**) and establish an appropriate contract goal in all related contracts executed by the Sponsor/Municipality/Grantee:

The Statutory Factors are:

1. The contract and subcontract scope(s) of work. (This may include a consideration of work items, quantity, contract terms, and materials, and whether the contract is a single operation or sole-source contract).
2. The potential subcontracting opportunities, available in the prime contract. (This may include a consideration of primary and secondary work operations).
3. The relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities. (See **Disparity Studies on the Empire State Development website**).
4. The number and types of certified minority and women-owned business enterprises found in the directory of certified minority and women-owned businesses available to perform the contract work. (The directory is accessible at the **New York State Contract System website.**)
5. The geographic location of the contract performance.
6. The extent to which geography is material to the performance of the contract.
7. The ability and willingness of certified minority-owned and women-owned enterprises located outside of the geographic location of contract performance, notwithstanding

the regional location of the certified enterprise, to perform on the contract.

8. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
9. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

M/WBE Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee determines a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting: a **M/WBE Pre-Advertisement Goal Modification Request**, Good Faith Effort documentation, and the **M/WBE Goal Assessment Checklist** [obtained from the Office of Diversity and Opportunity] to NYSDOT's Regional Local Project Liaison (RLPL). The RLPL will review all supporting documentation to ensure that the GFE is sufficient.

If the RLPL determines:

- Supporting documentation is sufficient:
  - The RLPL will forward the M/WBE Pre-Advertisement Goal Modification Request, Good Faith Effort Documentation, and Goal Assessment Checklist to the Office of Diversity and Opportunity (ODO) for their review and approval.
- Supporting documentation is not sufficient:
  - The RLPL will notify the Sponsor in writing as to why the supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

All requests for a M/WBE Pre-Advertisement Goal modification must be approved by NYSDOT prior to the advertisement of the contract.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions** (EBO) is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee must submit both construction and consultant "Contract Templates," utilizing the "SA MWBE EBO Construction Template" and the "SA MWBE EBO Consultant Template" to the RLPL or MOPM.

2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted via email to: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.
3. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
4. The RLPL or MOPM will then notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
5. The qualified consultant or the low bidder must enter their M/WBE utilization into EBO.
6. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the M/WBE goals.

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
    - The Municipality/Sponsor/Grantee must submit an **M/WBE Waiver Request** (See also: **NYSDOT Minority and Woman Owned Business Enterprises Program** website) along with all supporting justification, to the RLPL or MOPM to request a goal waiver.
    - The Municipality/Sponsor/Grantee must obtain NYSDOT approval of the M/WBE Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the M/WBE goal,
- Provide analysis of the feasibility of the M/WBE goals,
- Provide information on outreach to Low Bidder to meet the M/WBE goals,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their

requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may disqualify the qualified consultant and the low bidder and award to the second qualified consultant or low bidder who has successfully met the M/WBE goals or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed M/WBE Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the M/WBE Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its M/WBE commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **M/WBE Waiver Request** and a new **M/WBE Goal Assessment Checklist**, obtained from the Office of Diversity and Opportunity, to the RLPL. The request must provide supporting justification by documenting the goals, commitments, attainments, and post-award Good Faith Efforts to meet the commitments.

If the RLPL determines:

- That the post-award supporting documentation is sufficient:
  - the RLPL will forward all post-award supporting documents from the Sponsor to ODO for review and approval.
- That the post-award supporting document is not sufficient:
  - the RLPL will notify the Sponsor in writing as to why the post-award supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

NYSDOT will notify the Municipality/Sponsor/Grantee at the conclusion of the Waiver Request review.

If a consultant/contractor fails to attain its M/WBE commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality/Sponsor/Grantee lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When the Municipality/Sponsor/Grantee determines that the consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if the consultant/contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance, in accordance with 5 NYCRR Parts 140-145. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Minority and Women-Owned Business Enterprises Program (MWBE)** (ny.gov)

Qualified consultant or low bidder's GFEs documentation shall include, but is not limited to:

1. Evidence of outreach to M/WBEs and M/WBEs' responses,
2. Copies of advertisements in appropriate general circulation, trade, and minority or women-oriented publications for participation by M/WBEs,
3. Dates of any meetings with M/WBEs; and
4. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for M/WBE participation.

M/WBE Reporting

The Municipality/Sponsor/Grantee shall monitor all M/WBE utilization through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

M/WBE Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include M/WBE firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements of **5 NYCRR Part 140 -145** during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected. Consult your RLPL or MOPM and the Office of Civil Rights prior to setting the M/WBE goals on such contracts.

Implementation Details

All non-federally-aided contracts entered into by Municipalities/Sponsors/Grantees of state grant funds must conform to this guidance.

For more information about the **Minority and Women-Owned Business Enterprise Program**, go to the NYSDOT website.

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

Terms and Definitions

Architectural Engineering (A/E) - Private consulting persons or firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction inspection, and management services.

Commodities - A raw material that can be bought and sold. Examples of commodities include stone, culvert pipe, concrete, guiderail, etc.

Equal Employment Opportunity (EEO) – To ensure non-discrimination in employment on the basis of race, color, creed, or national origin. Contractors are required to submit workforce data to this end.

Good Faith Effort (GFE) - All necessary and reasonable activity and documentation by a consultant or contractor to demonstrate (show) steps taken to achieve M/WBE goal.

Grant Agreement – The agreement between the Sponsor/Municipality/Grantee and the State, which is necessary to obtain State aid reimbursement of eligible project costs. Also known as a State-Local Agreement (SLA).

Main Office Project Manager (MOPM) - NYSDOT Main Office contact for subrecipients advancing State or federally-funded transportation projects. The Main Office Project Manager is responsible for ensuring that locally administered transportation projects are administered in compliance with all federal, State, and local laws, rules, regulations, and executive orders.

Office of Diversity and Opportunity (ODO) – NYSDOT Main Office is responsible for ensuring compliance with federal and state civil rights laws, rules, regulations, and executive orders.

New York State Unified Certification Program (NYS UCP) - is responsible for only DBE certification in the state of New York and provides firms with "one-stop" shopping.

Non-Architectural/Engineering - Non-professional services which do not require a license from the NYS Education Department.

Non-Federally Aided Grant Contracts - locally-administered transportation projects that are typically funded in whole or in part with State funds and contain no federal program funds. Projects may be progressed by subrecipients/municipalities/grantees/sponsors. Projects may contain a local match as noted in each funding solicitation.

North American Industry Classification System (NAICS) - The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments to collect, analyze, and publish statistical data related to the U.S. business economy.

Recipient - An entity that receives funds in the form of a grant, cooperative agreement, or loan directly from the federal government. Typically, NYSDOT is referred to as a recipient, while a Sponsor is referred to as a sub-recipient.

Regional Local Project Liaison (RLPL) - Regional Office contact for Sponsors advancing federal and/or State aid transportation projects. The RLPL is responsible for ensuring that locally administered projects receive adequate supervision and inspection such that they comply with all federal, State, and local laws, rules, and regulations as well as federal and state executive orders.

Subrecipient - A county, city, town, village, railroad, airport, transit operator or other public agency, public authority, or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire ROW, advertise, open bids, award, construct and administer contracts for state aid transportation projects. A subrecipient may also be referred to as the Municipality/Sponsor/Grantee.

Vendor – An interchangeable term used for a contractor/consultant who provides a service.

NEW YORK STATE OF OPPORTUNITY. | Division of Minority and Women's Business Development

MWBE Goal Assessment Checklist

Instructions: This document is used to assess Minority/Women-Owned Enterprise (MWBE) project goals. Complete all yellow fields. Identify all work the Prime is to perform and the estimated value/cost of each major category. For both Sub-Contracting and Material Availability, break the project into major areas and identify tasks or items. Using the MWBE Contract Database (https://ny.newnycontracts.com/), perform the MWBE search and include the number of MBE and WBEs identified for each line. This document will then calculate the recommended goals for the project based on the number of each identified. Attach proof of your searches to this document.

Region:		Contract Number:	
Project Title:			
Prepared By:		Total Project Estimate:	$0
E-Mail:		Estimated Prime to Perform	$0
		Estimated Subcontracting	$0
		Estimated Materials	$0
		Balance	$0

Balance Represents the remaining project value to be performed by either the Prime, Sub-Contractor or Material Contractor

Recommended Goals for Project	
MBE:	0%
WBE:	0%

Comments/Notes

Prime to Perform

	Description of Work	Estimated Value	% of Project Estimate
1			
2			
3			
4			
5			
	Total	$0	0%
	Overhead & Profit		0%
	Total Prime to Perform	$0	0%

Sub-Contracting Availability

	Description of Work	Estimated Value	% of Project Estimate	MWBE Search Performed (Y/N)	MBE Participation: No. MBE's Identified	MBE Participation: Estimated Value	MBE Participation: Percent	WBE Participation: No. WBE's Identified	WBE Participation: Calculated Field	WBE Participation: Estimated Value	WBE Participation: Percent
1											
2											
3											
4											
5											
	Total	$0	0%	$0		-	0%		Total	-	0%

Materials Availability

	Description	Estimated Value	% Discount based on Supplier/Broker Credit*	Discounted Value	% of Project Estimate	MWBE Search Performed (Y/N)	MBE Participation: No. MBE's Identified	MBE Participation: Estimated Value	MBE Participation: Percent	WBE Participation: No. WBE's Identified	WBE Participation: Calculated Field	WBE Participation: Estimated Value	WBE Participation: Percent
1					0%								
2					0%								
3					0%								
4					0%								
5					0%								
6					0%								
7					0%								
8					0%								
	Total	$0		$0	0%	$0		-	0%		Total	-	0%

* Discounts are as follows:	Non Construction: Supplier 100%, Broker 25%	Construction: Supplier 60%, Broker receives commission %

Attach All MWBE Search Results to this Checklist

April 2022

Page 1 of 1

APPENDIX 13-6

SETTING SDVOB GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-6: SETTING SDVOB GOALS ON NON-FEDERAL AID GRANT CONTRACTS

The provisions of New York State Veteran Services Law Article 3 Participation by Service-Disabled Veteran-Owned Business with Respect to State Contracts and 9 NYCRR 252.2 are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations executive orders, and the **SDVOB Program requirements.**

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federal aid grants must include an SDVOB goal derived from the New York State Department of Transportation's (NYSDOT's) SDVOB Goal Plan established pursuant to New York State Veteran Services Law Article 3.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

1. Construction contracts greater than one hundred thousand dollars ($100,000); or
2. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering); or
3. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated by either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply SDVOB goals to that portion of the work. The Municipality/Sponsor/Grantee is encouraged to maximize SDVOB participation to the greatest extent practicable.

Establish SDVOB Goal

The Municipality/Sponsor/Grantee agrees that the statutory SDVOB Goal for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant is six percent (6%).

As a result of programmatic analysis, the NYSDOT's SDVOB Goal Plan recommends an Agency goal that reflects consideration of the factors identified below. The Plan is available at **NYSDOT SDVOB FY2021 Goal Plan.**

1. The contract and subcontract scope(s) of work, including consideration of work items, quantity, contract terms, materials, and whether the contract is a single operation or sole-source contract.
2. The potential subcontracting opportunities available in the prime contract include considering primary and secondary work operations.

3. The number and types of certified service-disabled veteran business enterprises found in the directory of certified service-disabled veteran-owned businesses available to perform the contract work. The directory is accessible at OGS's **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses** website.
4. The geographic location of the contract performance.
5. The extent to which geography is material to the performance of the contract.
6. The ability and willingness of certified service-disabled veteran-owned business enterprises located outside of contract performance's geographic location, notwithstanding the certified enterprise's regional location, to perform on the contract.
7. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
8. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

SDVOB Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee believes a goal modification is appropriate and supportable, the Municipality/Sponsor/Grantee must obtain approval from the Office of Diversity and Opportunity by submitting a **SDVOB Pre-Advertisement Goal Modification Request** with justification to NYSDOT's Regional Local Project Liaison (RLPL) or Main Office Project Manager (MOPM) prior to public advertisement of the contract. The ODO must approve all requests for an SDVOB Pre-Advertisement Goal modification of Civil Rights.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions (EBO)** is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee will submit "Contract Templates" to the RLPL or MOPM. There are two **contract templates** for construction projects, "State Aid EBO Construction Template" and the other for consultant contracts, "State Aid EBO Consultant Template."
2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/
3. Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted to the email: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.

4. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
5. The RLPL or MOPM will notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
6. The qualified consultant or the low bidder must enter their SDVOB participation into EBO.
7. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the SDVOB goals or submitted an adequate Good Faith Effort (GFE).

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO and award the contract.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
    - The Municipality/Sponsor/Grantee must submit an **SDVOB Waiver Request Form**, with supporting justification, to the RLPL or MOPM to request a goal waiver.
    - The Municipality/Sponsor/Grantee must obtain the NYSDOT approval of the SDVOB Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM for approval prior to proceeding with the award. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the SDVOB goal,
- Provide analysis of the feasibility of the SDVOB goal,
- Provide information on outreach to Low Bidder to meet the SDVOB goal,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may

disqualify the qualified consultant or the low bidder and award to the second qualified consultant or low bidder who has successfully met the SDVOB goal or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed SDVOB Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the SDVOB Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its SDVOB commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **SDVOB Waiver Request** when the contract is approximately 75% completed to the RLPL or MOPM. The request must document the goals, commitments, attainments, and Good Faith Efforts to meet the commitments, along with supporting justification.

If a consultant/contractor fails to attain its SDVOB commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality's/Sponsor's/Grantee's lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When a Municipality/Sponsor/Grantee determines that a consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if a consultant/contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Good Faith Efforts Document Guidance.**

Qualified consultant or low bidder's Good Faith Efforts documentation shall include, but is not limited to:

3. Evidence of outreach to SDVOB and SDVOB responses,
4. Copies of advertisements in appropriate general circulation, trade, and veteran-oriented publications for participation by SDVOBs,
5. Dates of any meetings with SDVOBs; and
6. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for SDVOB participation.

SDVOB Reporting

The Municipality/Sponsor/Grantee shall monitor all SDVOB participation through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

SDVOB Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include SDVOB firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected.

Sponsor should consult their RLPL or MOPM and the ODO prior to setting the SDVOB goals on such contracts.

Implementation Details

All future non-federal aided contracts entered into by Municipalities/Sponsors/Grantees of State grant funds must conform to this guidance.

Guidance can be found ~~on~~ in the **Civil Rights Service-Disabled Veteran-Owned Business Program.**

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

APPENDIX 13-7

GOOD FAITH EFFORTS (GFE) DOCUMENTATION GUIDE

Appendix 13-7: Good Faith Efforts

To be a responsible and/or responsive Bidder, your firm must meet the Disadvantaged Business Enterprise (DBE) or Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Service-Disabled Veteran-Owned Business (SDVOB) goal(s) on the contract or provide documentation to support Good Faith Efforts taken to meet these goal(s). Actions to meet the goal(s) should begin immediately upon a firm's intent to work for NYSDOT on a project.

The Bidder can meet this requirement during the pre-award or pre-designation stage in two ways:

1. The Bidder can document commitments that meet the goal(s).
2. If the Bidder does not document enough commitments toward meeting the goal(s), the Bidder can provide documentation showing detailed, tangible, result-oriented efforts that show the Bidder's attempts to fulfill the goal(s).

Per NYSDOT Standard Specs §102-12 H. *Good Faith Efforts*, should you be selected as the apparent low bidder or pre-designated firm, all Good Faith Effort documentation will be evaluated prior to the actual award of the contract to your firm.

THE GUIDANCE PROVIDED BELOW OUTLINES WHAT CONSTITUTES SUFFICIENT AND COMPREHENSIVE GOOD-FAITH EFFORTS.

Additional guidance can be found in the **DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide** located on the NYSDOT website.

Pre-Letting & Pre-Designation Good Faith Efforts

Once you have made the decision to entertain bidding on a project you should, at a minimum:

1. Analyze each item in the scope of work for a project and determine what items of work will provide subcontracting opportunities.
2. Search the appropriate registry for certified firms:
    a. For DBE search **New York State Unified Certification Program (NYSUCP) Directory.**
    b. For MBE and WBE search ESD Directory, search the **New York State Contract Directory**.
    c. For SDVOB search: Office of General Services **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.**

    Tailor the search to those firms with business descriptions or NAICS codes that are most appropriate for the work identified. NYSDOT has developed a Crosswalk chart that equates NYSDOT Work Codes/ Pay Items with NAICS/NIGP codes.
3. Notify those firms of your intent to bid via email and telephone, requesting written feedback on their interest in participation on your contract.

4. Ensure adequate time is given to the DBE/MBE/WBE/SDVOB firms to offer responses.

For more information regarding NAICS, go to the **NAICS directory** at the U.S. Census website.

The Crosswalk chart is located at the NYSDOT **Office of Construction: Forms** website.

Once a firm has been deemed a low bidder or selected for pre-designation, commitments to DBE/MBE/WBE/SDVOB firms must be entered into the Department's civil rights reporting software program Equitable Business Opportunity (EBO). All DBE/MBE/WBE/SDVOB firms are required to acknowledge the Items and dollar commitments assigned to them in EBO during the pre-award process.

Any shortfall in goal commitment requires supporting documentation to be provided to show all efforts taken. These Good Faith Efforts should include, at a minimum:

	Required Documentation of Good Faith Efforts
☐	Completed AAP-10 Solicitation log: This log should list only those firms that were directly solicited. **Do not list mass emailing's performed**. Outreach should be narrowly focused, targeted and result oriented. NOTE: for the AAP-10 to be accepted it must be completed according to instructions provided.
☐	Detailed explanation identifying any circumstances unique to the contract that were deterrents to meeting the goal(s) (e.g., night work, small quantities over multiple locations, specialized work, PLA, etc.). The explanation should also include detailed rationale as to why a specific scope of work in the project is not considered to be a subcontract item, and therefore was no solicited for.
☐	Copies of ads placed for solicitation.
☐	Copies of all registry searches performed including those searches that resulted in no certified firms for a specific scope of work.
☐	Copies of emails and/or faxes that show "direct" scope of what you solicited the subcontractor/supplier, fabricator, etc. to do or provide **and** their responses.
☐	Evidence that off-site firms and services were entertained (e.g., material suppliers, trucking, fabricator, manufacturer, etc.).
☐	Copies of documentation showing negotiations took place between low bidder and prospective subcontractor or other firms (supplier, manufacturer, fabricator, etc.).
☐	Quotes from the selected firms and quotes received when a specific scope of work was given to a non-certified firm versus a certified firm (when certified firm's quote was deemed unreasonable or excessive).
☐	Detailed explanation for any scope of work deemed "self-performing" without intent to split the work (when there are DBE or MBE/WBE/SDVOB availability and goal has not been met).
☐	Supporting documentation of any and all additional efforts performed prior to letting or pre-designation date.

Examples of insufficient/unacceptable documentation includes:

- "In-house" generated lists that do not include DBE or MBE/WBE/SDVOB targeted firms.
- "In-house" generated lists that do not identify firms for specific work items or descriptions being solicited.
- Copies of redundant emails to DBE/MBE/WBE/SDVOB firms containing identical language.
- Unsubstantiated response of non-interest from DBE or MBE/WBE/SDVOB firms.
- Numerous copies of the entire contract sent to each firm to attempt to provide quantity in lieu of quality.

APPENDIX 13-8 LINKS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
2010 ADA Standards for Accessible Design	https://www.ada.gov/law-and-regs/design-standards/2010-stds/
STATE LAWS & REGULATIONS	
5 NYCRR Part 140: Definitions	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
5 NYCRR Part 142.2(d): Determining goals for a State contract	https://govt.westlaw.com/nycrr/Document/I4e8b8082cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
5 NYCRR Part 104-145: Division of Minority and Women's Business Development	https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I850b0fa0ba4411dd9542e0ba6da0bcf0&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)
9 NYCRR Part 252.2	https://govt.westlaw.com/nycrr/Document/Ie8529745221211e4a6bf0000845b8d3e?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
Contract Templates/Civil Rights Forms (not in EBO)	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights
DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
Equitable Business Opportunities Solutions (EBO)	https://www.dot.ny.gov/dotapp/ebo
Limited English Plan	https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP_Plan.pdf
M/WBE Goal Assessment Checklist	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/MWBE%20Goal%20Assessment%20Checklist.xlsx
M/WBE Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program

M/WBE Waiver Request	https://www.dot.ny.gov/dotapp/ebo
Minority and Woman Owned Business Enterprises Program	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
Office of Construction, Forms (Crosswalk Chart)	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
SDVOB FY2021 Goal Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SERVICE%20DISABLED%20VETERAN%20Master%20Goal%20Plan%20DRAFT%202020-2021.pdf
SDVOB Good Faith Efforts Documentation Guidance	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
SDVOB Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SDVOB%20Pre-Letting%20Waiver%20Request%20Template.doc
SDVOB Waiver Request Form	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20190220_SDVOBRequestforWaiverForm%20(1).doc
Service Disabled Veteran-Owned Business (SDVOB) Program	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program

ADDITIONAL RESOURCES	
Empire State Development: Monitory and Women's Business Development Reports, Annual Reports (Disparity Studies)	https://esd.ny.gov/mwbe-reports
New York State Contract System	https://ny.newnycontracts.com/
New York State Unified Certification Program (NYSUCP) Directory	https://nysucp.newnycontracts.com/
Office of General Services, Directory of New York State Certified Service-Disabled Veteran-Owned Businesses	https://online.ogs.ny.gov/SDVOB/search
United States Census, North American Industry Classification System (NAICS) Code Directory	https://www.census.gov/naics/

LPM

CHAPTER 14

ADVERTISEMENT, CONTRACT LETTING AND AWARD

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NOTE: This Chapter has associated appendices and forms which can be found at:
https://www.dot.ny.gov/plafap

Highlighted hyperlink words referenced throughout the Chapter are on the last page under REFERENCE, Web Addresses.

Appendices

Appendix

14-1 BID OPENING, VERIFICATION, AND SPONSOR RECOMMENDATION LETTER

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14-8 NOTICE TO BIDDERS – ADVERTISEMENT TO BID

14-9 PROPOSED DBE COMMITMENT

14.1 INTRODUCTION

This chapter describes the various phases of the contracting process including solicitation of bidders (advertising), bid opening, bid analysis to identify the lowest bidder, and contract award and documentation for locally administered federal aid transportation construction contracts. The Sponsor must have an approved *Construction Management Plan* (CMP) prior to contract award, appropriately revised to reflect project staffing and be signed by the NYSDOT Regional Local Project Liaison (RLPL), or appropriate designee (see Chapter 12, Section 12.2.2 and Appendix 12-3 of this manual).

The following federal regulations apply to **ALL** projects:

- *Advertising for bids and proposals* (***23 CFR 635.112***);
- *Method of Construction* (***23 CFR 635.104***);
- *Participation by Disadvantaged Business Enterprises in US Department of Transportation Financial Assistance Programs* (***49 CFR 26***); and
- *Equal Employment Opportunity (EEO) on Federal and Federal-Aid Construction Contracts (Including Supportive Services)* (***23 CFR 230***)

When a discrepancy exists between federal, state and municipal laws, rules and regulations, federal law prevails; with the exception when State and municipal laws, rules, and regulations may be stricter and therefore have precedence.

14.2 ADVERTISING

Advertising for all federal aid construction contracts must meet federal requirements and foster widespread competitive bidding. When the contract bid documents, including Plans, Specifications, and Estimate of quantities (PS&E), have been assembled, approved by the RLPL and the Sponsor receives Federal Authorization to Proceed[1] from the RLPL, the Sponsor is required to advertise the contract for bidding in accordance with ***23 CFR 635.112***.

New York State requires the publication of the solicitation of bids for a construction contract to be advertised in The New York State Contract Reporter (NYSCR) for at least three weeks (15 business days) before the opening of the bids. Additionally, the Sponsor is encouraged to place additional advertisements in other appropriate publications (e.g. local newspapers, trade journals). The use of several forms of advertising publications will help avoid a single bidder, as well as, give more opportunities to fulfill both Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) requirements. Advertising costs should be charged to the construction phase. A Construction Advertisement Checklist and a sample Notice to Bidder – Advertisement to Bid indicates the information to be included in an advertisement (see Appendix 14-7 and Appendix 14-8).

The advertisement must identify the EEO goals for women and minorities in every contract regardless of fund source. The advertisement must identify DBE contract goals (federal funds), if applicable. If a 0% DBE goal is established, NYSDOT strongly encourages the use of DBE contractors wherever possible. If the contract is state-funded (non-federal funds) the advertisement must identify Minority/Women-Owned Business Enterprise (M/WBE) goals.

14.2.1 New York State Contract Reporter (NYSCR)

The NYSCR is an exclusively online publication requiring electronic submission of advertising content. To comply with federal requirements, **all contracts with New York State** (including locally administered

[1] The Sponsor could forfeit federal reimbursement if the advertisement of a contract takes place before receiving a Notification to Proceed.

federal aid transportation projects) for the procurement of goods and services must be published in the NYSCR. There is no fee for advertising or for viewing ads on the site. Sponsors must be registered before submitting advertisements and may do so from the NYSCR registration website.

Once a Sponsor is granted access, they will receive a password and instructions by email for the ad submission. The NYSCR can accept bid specification documents in Word, Excel, PowerPoint or PDF formats as attachments (up to 50 MB) to be published with the advertisement. When an advertisement is successfully submitted, an ad number is assigned. The Sponsor is notified via email of the issue in which the ad will appear. A confirmation page confirming the details of the submission can be printed. Additionally, the NYSCR can capture and provide in an Excel format, a list of registered users who viewed, bookmarked, opened bid documents or opted to receive bid update notifications for the advertisement, including their contact information. All information exchanges with the NYSCR (email confirmations, downloaded spreadsheets, screen captures of advertisements, etc.) should be printed and kept in the project file.

The NYSCR is published weekdays and new solicitations appear every morning. Any advertisement submitted successfully to the NYSCR on a given day appears the following business day. Advertisements submitted Friday, Saturday or Sunday appear on Monday, if it is not a legal holiday.

The earliest bid due date allowed in the ad insertion form shall be 15 business days (Monday-Friday) after the advertisement is published. The insertion, publication, and earliest due dates can be calculated by using the Publication Calculator Tool on the NYSCR's website. If an earlier bid due date becomes necessary, the Sponsor must get approval from the RLPL, with help from the NYSCR, which can be sought through the Contact Us.

As noted previously, any questions or requests for assistance can be made online through the **Contact Us** link or by calling Empire State Development, Procurement Assistance Services/NYSCR at (518) 292-5266.

Contracts to be awarded on a sole source[2] or single source[3] basis must have prior approval from the Main Office Local Programs Bureau (LPB). If approved, they will also need to be advertised.

14.2.2 Instructions to Bidders Regarding Proposed DBE Participation

Revision to ***NYSDOT Standard Specification Section 102-12***, participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and estimated commitment amount. To assist the Sponsor with collecting this information, see Appendix 14-9, Proposed DBE Commitment. (This form will be moved to Chapter 12 in the future.)

14.3 AMENDMENTS

An amendment is a formal modification of a proposed contract, issued after the advertisement publication date, and prior to the opening of bids. The Sponsor **shall have a process in place** to ensure all plan holders and NYSDOT receive amendments when issued. The following should be considered when a Sponsor is contemplating amending a contract:

[2] Sole source is a situation in which only one contractor can supply the goods or services.
[3] Single source is when two or more contractors can supply the goods or services, but one is selected over the others because of distinguishable expertise, previous experience with similar contracts, etc.

- If significant changes to the scope or scale are necessary, **the Sponsor should seek advice from the RLPL (changes may require FHWA approval if the project is on the NHS or a Project of Division Interest)**. If the changes are not allowed or appropriate to be incorporated by amendment the Sponsor should cancel the advertisement, redesign the project and then re-let the project.
- An amendment should be issued when the following errors are discovered:
    a. Any contract pay item quantity change of ±20% in Engineer's Estimate.
    b. Any contract pay item quantity change, multiplied by the estimated unit price (or change in a lump sum item), which alters the total engineer's estimate by more than ±1%.
    c. DBE goal incorrectly stated in the contract.
    d. EEO goals incorrectly stated in the contract.

14.4 BID LETTING AND BID ANALYSIS

Per ***23 CFR 635.113(a)***, "*All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.*"

If the proposal includes alternate bidding procedures, the contract budget and alternate bidding award procedures must be declared before opening bids and the announcement of the apparent low bidder (see Section 12.5.9). After all bid totals have been read aloud, the apparent low bidder is announced, and all bidders informed that award is pending a complete bid analysis including mathematical verification and affirmation that the low bidder is responsible. The Bid Analysis shall be concluded, and Contract Award shall be made within 45 days as noted in ***New York State Finance Law Section 140*** and ***NYS General Municipal Law Section 105***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration.

Negotiation with any bidder (i.e., adjusting quantities, changing unit prices, adding and subtracting work, etc.) before contract award is prohibited per ***23 CFR 635.113(a)***.

14.4.1 Bidder Responsibility

For all federal aid contracts, determination of whether or not a business entity is a "responsible bidder' is made using the guidelines established by ***9 NYCRR 4.170*** whereby a contractor/vendor may be deemed '*not responsible*".

The following must be verified as part of the bidder responsibility review by the Sponsor:

- For all contracts, the *New York State Uniform Contracting Questionnaire* (CCA-2) is used in the qualification of an entity as a "responsible bidder."
    - The NYSDOT Contract Management Bureau is responsible for reviewing and approving the CCA-2 questionnaire. After the low bidder is determined, the Sponsor should contact the RLPL as soon as possible to see if a *CCA-2* is on file for the bidder. If not, a questionnaire shall be completed by the low bidder and submitted to the Contract Management Bureau as instructed. A link to the CCA-2 questionnaire is on NYSDOT's website. Similar checks must be conducted on subcontractors (see LPM Chapter 15). RLPLs should access the "AASHTOWare Project Preconstruction" database to confirm that a vendor (contractor and subcontractors) has an approved CCA-2 on file.
- The United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.

- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
    - The Sponsor should print out the result of their search of the above databases and keep in the project files. Acknowledgment of certification is noted in the "Bid Opening, Verification and Sponsor Recommendation" letter (Appendix 14-1) to be provided with the Award Package as noted in Section 14.7.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.
    - In the event, there is an OSHA violation against the low bidder, it should not be an automatic disqualification. Provide a discussion indicating the violation, if it has been addressed or is being addressed as a statement to be provided with the Award Package as noted in Section 14.7.

14.4.2 Bid Analysis

The Sponsor must conduct a bid analysis to ensure that the apparent low bid is responsible and reasonable and that the contract award will best promote the public interest. The preparation of a Tabulation of Bids (see Appendix 14-4) should be completed to include all bidders. A bid analysis generally consists of a comparative review between the Engineer's Estimate and the apparent low bidder's bid to determine if item quantities and prices are accurate and if assumptions made during the estimate process were valid. Information relative to the other bidders in the Tabulation of Bids is of value during the bid analysis if significant variations become apparent between the apparent low bid and the Engineer's Estimate.

The following steps must be performed for each contract as part of the bid analysis:

1. Review the bid items that are 25% over or under the Engineer's Estimate and look for potential errors.

   A significant difference between the Engineer's Estimate and the total contract or item bid price by the apparent low bidder may indicate issues with commodity prices or regional work volume in the construction market. The distribution of bidders may indicate market conditions and competition relative to an individual project. A low total contract bid price by a bidder relative to other bidders closer to the Engineer's Estimate may suggest a misinterpretation of the bid documents by the Low Bidder; or simply that the Low Bidder has limited work and is bidding work closer to cost.

   Evaluate items with high bid costs to determine if there is an omission or error in the plans or specifications. If something unusual is found, review the quantity to determine if there is a possibility there is an error in the quantity or in the unit price used in the Engineer's Estimate. If the item appears to be in question, contact the Project Designer/Engineer of Record.

   Evaluate high bid items where the quantity is relatively small, the item may be a low productivity item and may, therefore, cost more than a typical weighted average or estimated price. The item should be compared with the other bidder's prices and if it still seems unusual, further analysis is necessary.

   Note circumstances where quantity changes could affect the ranking of the bidders if corrections/changes are made to the quantities. If post-award changes are anticipated that would change the ranking of the bidders, it should be recommended that all bids be rejected.

2. Evaluate bids with significant variations from the Engineer's Estimate, among the bidders, or noted in Step 1, review the items having the largest dollar amount differential for jobs with overall bids 15% higher or lower than the Engineer's Estimate. Include in the review, the analysis of the B

portion of an A+B Contract when the difference is more than 50%. For contracts with multiple B time periods, evaluate any B time period that is more than 50% below the Engineer's Estimate.

Determine if any bid prices are obviously unbalanced to the potential detriment of the Sponsor and contract execution. (For example, if the obviously unbalanced bid prices are all for items which will occur at the beginning of the contract, and the Contractor defaulted, the Sponsor may be in a difficult position to recover payments made.) Base the analysis on verification of quantities, discussions with the apparent low bidder about whether the general location of the contract is convenient for the apparent low bidder and whether the apparent low bidder will ultimately yield the lowest cost.

Any discussion with the apparent low bidder during procurement is subject to New York State Procurement Guidelines, as stated in Article 11 of New York State Finance Law. Negotiations with contractors, during the period following the opening of bids and before the award of the contract, shall not be permitted per ***23 CFR 635.113(a)***. Discussions should be factual without discussion of the other bids or the Sponsor's contract award intentions. Contacting the apparent low bidder should not be a routine practice. If the low bidder cannot justify the unbalanced item(s), the contract should be considered for rejection. It may be very difficult to justify the removal of the low bidder with a recommendation to award to the second bidder if items are not significantly unbalanced. Once an award recommendation is reached, detailed justification must be provided to the RLPL. Though the bid may not be desirable, it may be acceptable.

When the Sponsor has some objection to the apparent low bidder or needs more time to evaluate qualifications of the apparent low bidder, the RLPL must be notified as soon as possible of the objection with a summary of the justifiable reasons. The RLPL will then notify the NYSDOT MO-Local Programs Bureau (MO-LocalProgramsBureau@dot.ny.gov). If the Sponsor has concerns with an apparent low bidder, documentation supporting the concerns should be provided to NYSDOT.

14.4.3 Reasonableness Justification

When the apparent low bid is more than 15% higher or lower than the Engineers Estimate a reasonable justification is to be included in the bid analysis. Where the bid is 15% higher, the justification should focus on notable differences between the low bid and Engineer's Estimate for specific items and should discuss the apparent reasons such differences exist and any inherent risks. Where lower, the justification should focus on the experience of the apparent low bidder and its ability to complete the contract according to ***9 NYCRR 4.170***. If it is determined that changes to the Engineer's Estimate would be appropriate based on bid analysis findings, provide descriptions of the revisions to prices for each item that is revised and a revised total of the Engineer's Estimate. All revision descriptions must include dollar amounts and not general statements.

A reasonableness justification shall include all of the following:

1. Consider the structural assessment review performed by the structural designer, if applicable. Justify if the determination does not coincide with the "recommendation to award" by the structural designer.

2. Determine whether the contract can be divided into smaller segments or stages of construction, combined with work in a larger contract, or if there are changes in the contract requirements that can be made to reduce the cost of work or produce more competition.

3. Determine whether a contract is essential and whether the delay resulting from canceling and re-letting would not be in the best public interest. Contracts considered essential include, but are not

necessarily limited to safety contracts, which are to correct hazardous conditions to the traveling public, emergency repairs or replacement of damaged facilities.

4. Determine whether a timely award is required to complete staged construction, order materials, coordinate with and to allow other contracts (including other governmental and private contracts) to proceed, meet commitments made by the Sponsor, or to complete a facility in its entirety.

5. Determine if a delay would result in a substantial impact on the contract completion date or extend the contract beyond the contract completion date, over the winter and into the next construction season, thereby increasing the contract cost.

6. Determine whether the general location of the contract is saturated with similar types of construction contracts, thus tending to reduce competition.

7. Determine whether a shortage of construction labor, equipment or specialty capability and experience exists in the contract area, resulting in a general increase in bid prices.

8. Make a recommendation as to whether to award the contract.

14.4.4 Single Bid Analysis

For all contracts where only one bid has been received, the Sponsor should ascertain the potential for increased bidding if the contract were rebid, by examining the list of plan buyers for other potential bidders. Potential bidders should be contacted for their reasons for not bidding. Based on such discussion, determine whether revisions to the contract requirements could result in lower bids through increased competition or clarification of ambiguities. The Sponsor should determine whether the contract is essential and the potential for increased bidding if the contract were to be rebid. The Sponsor will provide the RLPL with the analysis and their determination on how they plan to proceed. The RLPL will review the analysis and provide the Sponsor with an acknowledgment and what steps are necessary. If the Sponsor has proposed to rebid the project, then the RLPL will acknowledge indicating that the Sponsor will need to provide a modified contract bid documents as outlined in Chapter 12 of the LPM before receiving authorization to re-advertise the project. If the Sponsor has proposed to not rebid based on their analysis and concurrence with the RLPL, the Sponsor will proceed with the award process.

14.4.5 Rejection of All Bids

It may be necessary to reject all bids. Reasons to reject all bids are:

- inadequate competition due to a limited number of bidders;
- high bids due to unclear requirements;
- bids where additional costs could not be justified; or
- other circumstances such as permits not being received.

A written discussion provided to the RLPL should include reasons why the Sponsor believes that they will receive better bids if the contract is re-let, or what changes will be made to secure more competitive bid prices, such as the bidding environment or time of the year when the job will be let. If after consultation and written concurrence with NYSDOT, all bids are rejected by the Sponsor, the Sponsor must notify ***all bidders***.

14.4.6 Bidder Error

Occasionally a bidder will inadvertently err so severely that it is not reasonable to expect contract fulfillment. ***General Municipal Law 103(11)*** ("Advertising for bids; letting of contracts; criminal

conspiracies") sets forth requirements to excuse a bidder for an error in bidding and to proceed to the next lowest responsible bidder:

> *Bid mistake; public projects. (a) In all contracts governed by this section, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer or subdivision in status quo ante. (b) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the awarding officer, board or agency may, in its discretion, award the contract to the next lowest responsible bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.*

14.4.7 Move to Second Bidder

On occasion, the Sponsor will proceed to the Second Bidder. These occasions are:

- Bidder Error as noted in Section 14.4.6.
- Verified documentation determining that the apparent low bidder is not a 'responsible bidder'.
- Documented justification of objection to the apparent low bidder by Sponsor.
- Failure of the apparent low bidder to provide adequate and timely documentation to a Good Faith Effort.
- Failure of the apparent low bidder to provide adequate justification to a significantly unbalanced bid proposal.

If the Sponsor moves to the apparent second low bidder, the Sponsor must complete the bidder responsibility and analysis (Sections 14.4.1 thru. 14.4.1.3) for the second bidder. Documentation concurring with the move to the second bidder should be provided with the Award package.

14.5 PRE-AWARD CIVIL RIGHTS RESPONSIBILITIES

The Sponsor must monitor and report on the contract's DBE participation. There are three distinct stages of DBE participation: goals, commitments, and attainments. Goals are established prior to letting in the contract documents as a percentage of the contract bid price. After contract letting, the goal is expressed as a dollar amount. During the pre-award process, the apparent low bidder provided their agreed-upon DBE commitment as a dollar amount. After the contract award, attainment is measured after completion of the work in dollars paid to certified DBEs.

To comply with Federal Aid Civil Rights requirements, NYSDOT utilizes the Civil Rights monitoring and reporting software, Equitable Business Opportunities Solutions (EBO). It is the Sponsor's responsibility during pre-award to confirm that the apparent low bidder has committed to meeting the DBE participation goal or has demonstrated good faith efforts to do so. If the apparent low bidder has not met the goal, review of good faith efforts (GFE) and concurrence from the RLPL and NYSDOT's Main Office Local Programs Bureau is required. If the apparent low bidder fails to provide DBE commitment or provide a GFE pre-award, the Sponsor can move to the second low bidder.

Sponsors should note that in accordance with ***NYSDOT Standard Specifications 105-21*** (Civil Rights Monitoring and Reporting), the Contractor must submit timely, accurate and complete data using EBO.

14.5.1 Equitable Business Opportunities (EBO)

Project entry into EBO is required during pre-award once the low bidder has been identified. The following steps are to be completed before the submittal of the Award Package to the RLPL and **before** award of the contract:

1. After the identification of the apparent low bidder, the Sponsor will immediately submit the "Contract Template" (contract's items, quantities, low bid prices, and apparent low bidder information) to the RLPL, utilizing the "FA DBE EBO Template Construction" and confirm the correct Units of Measure for a seamless upload into the Civil Rights reporting software, EBO.

2. The RLPL will perform a Quality Assurance review on the Template to determine if the header information has been completed and that the units of measure being used are correct. If there are errors, the RLPL will return the template to the Sponsor for correction. The RLPL will submit the completed Template to localprograms.ebo@dot.ny.gov for upload into EBO.

3. Main Office Local Programs Bureau will notify the RLPL; who will then notify the Sponsor that the Template has been successfully loaded into EBO.

4. The Sponsor will notify the apparent low bidder that the contract has been initialized in EBO.

5. The low bidder must enter their complete DBE participation package in EBO within 5 (five) calendar days from the date of the **bid opening**, or risk having their bid declared non-responsive.

6. The Sponsor and RLPL must review the pre-award participation data in EBO to confirm that the DBE goal is met.

7. If the DBE goal is not met, the low bidder must provide documentation of Good Faith Efforts (GFE) to the Sponsor. The Sponsor will forward copies and any other additional information, to the RLPL for concurrence with NYSDOT's Main Office of Civil Rights as detailed in section 14.5.2 titled "Good Faith Efforts (GFE)."

The following pre-award participation data in EBO must be reviewed for completeness and accuracy by the Sponsor:

- All proposed DBEs are listed in the New York State Unified Certification Program (UCP) Directory located at https://nysucp.newnycontracts.com/.
- All proposed DBEs are listed in the UCP Directory to perform the work that they are being proposed to perform (NOTE: If there are no NYSDOT Work codes indicated on the DBE's Certification, if NYSDOT work codes do not match the contract pay items, or if they are not being used, then the NAICS codes should be reviewed against the proposed work.)
- All proposed DBE participation is identified with the correct work type such as construction, material supplier, professional services, etc.
- A completed *AAP22 DBE Material Supplier Commitment Information* form is submitted for each proposed DBE material supplier as part of the award package; this form can be found at NYSDOT's Office of Construction - Forms. Information should be entered into EBO.
- A completed *AAP23 DBE Trucking Commitment Information* form is submitted for each proposed DBE trucking firm as part of the award package; this form can be found at the above website. Information should be entered into EBO.
- All proposed trucking utilization is supported by trucking data entered in EBO.
- All partial items are explained in writing and submitted to RLPL.

- All proposed DBEs acknowledged their respective proposed participation in EBO.

14.5.2 Good Faith Efforts (GFE)

If the apparent low bidder does not meet the DBE goal, the apparent low bidder must document that it conducted adequate Good Faith Efforts (GFE) to achieve the goal.

Once the apparent low bidder has supplied the GFE documentation, the Sponsor will forward copies and any other additional information, to the RLPL for concurrence by NYSDOT's Main Office of Civil Rights. Once NYSDOT's review is complete and the Sponsor notified, the Sponsor shall approve the pre-award DBE participation in EBO and will proceed with its award process.

The Sponsor shall not award the project to the apparent low bidder until concurrence is received from NYSDOT of both the GFE and Award Package. Notice to Proceed issued by the Sponsor to the apparent low bidder prior to NYSDOT issuing Authorization to Proceed without NYSDOT review and concurrence may result in a loss of federal aid.

The apparent low bidder should provide a comprehensive GFE package to the Sponsor. The GFE supporting documentation includes, but is not limited to, the following:

- *Form AAP-10 D/M/WBE Solicitation Log* this form can be found at NYSDOT's Office of Construction - Forms.
- Copies of correspondence, faxes, and e-mails sent to prospective DBEs;
- Copies of advertisements (e.g., newspaper ads);
- Copies of quotes from non-selected DBEs as well as quotes from the selected non-DBEs.

At a minimum, the Sponsor should perform the following analysis for GFE and provide a summary when transmitting to the RLPL:

- Check the DBE certification status of each firm contacted.
- If the firm cannot be found in the UCP Directory, confirm the certification status with the certifying agency responsible for the firm. Never accept copies, faxes, or scans of certification letters.

Compare the work in the contract against:

- Work for which DBEs were solicited.
- Work that the DBEs are listed to perform.
- Compare the location of each DBE firm to ensure an exhaustive search was performed for each item, within an appropriate radius of the project in accordance with NYSDOT Standard Specification §102-12(G).
- Identify available participation opportunities and compare them against the type of work solicited.
- Ensure all types of DBE firms were solicited including, material supply, manufacturing, fabrication, professional services, etc.
- Cross-reference letters, faxes, AAP-10, etc.

Compare the DBE's price against:

- Engineer's Estimate;
- Bid price;
- Weighted Average Item Price Report data;
- Where does the DBE's price fall in comparison to all the above;
- Contact a sample of the firms listed on the AAP-10 to verify solicitation effort stated in the solicitation log and other documents:
    - When contacted;

    - By whom;
    - By what method(s);
    - How many times;
    - For what work;
    - Was quote/bid submitted;
    - Were plans provided/made available – how and when?
- Low bidder's follow-through;
- Compare all efforts against Appendix A, Standard Clauses for NYS Contracts to ***49 CFR 26***.

The Sponsor should discuss any document deficiencies with the apparent low bidder. If the Sponsor is satisfied, the documentation is provided to the RLPL for concurrence with the Office of Civil Rights.

If the Sponsor determines that the low bidder did not conduct adequate GFE, it should present its recommendation with this analysis and supporting documentation to its management as well as to the RLPL in a narrative which should include:

- State the specific non-compliance actions.
- Cite the specification and regulation for each non-compliance action or class of actions.
- Provide calculations of the amount achieved toward the DBE goal and the difference.
- Provide an analysis of the feasibility of the DBE goal.
- Provide a timeline or chronology of events.
- Calculations of the difference between the first and second low bidders.
- Any other relevant information.

The Sponsor must follow its administrative process and document its steps and actions. If it is determined that the low bidder did not conduct adequate GFE, the Sponsor may disqualify the low bidder and request from the RLPL concurrence to award to the second low bidder who has successfully met the DBE goal or has submitted sufficient GFE.

The DBE goal is in effect for the duration of the contract. If the DBE goal is not met at the time of award and was awarded based on a GFE, then the ***Sponsor*** must ensure Good Faith Efforts are made throughout the life of the contract. The contractor will be required to continue to solicit DBE firms for participation in the contract and document those efforts. The Sponsor will continue collecting the additional GFE documentation from the contractor throughout the duration of the contract, or until the DBE goal is met.

The DBE Attainment Report from EBO shall be submitted with the Sponsor's request(s) for reimbursement. See LPM Chapter 5 for reimbursement instructions.

14.6 BRIDGE CONSTRUCTION UNIT COST DATA (if applicable)

Annually, all states are required to submit to FHWA bridge construction unit costs for all new and replacement bridges constructed using any federal funds. The FHWA requirement does not pertain to bridge rehabilitations, superstructure replacements, or pedestrian bridges.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included. This data must be provided to NYSDOT when the contract is awarded.

The Bridge Construction Unit Cost Datasheet (see Appendix 14-2 for a sample) must be provided to the RLPL, who forwards them to NYSDOT's Main Office. The collected data is provided to FHWA for their program analysis.

14.7 AWARD PACKAGE

NYSDOT delegated oversight authority by FHWA, is responsible for the construction of all Federal-aid projects. When the project is not on the NHS or State Highway System, NYSDOT is not relieved of overall project responsibility, thus the Sponsor must submit a Contract Award Package to the RLPL requesting a Concurrence in Award letter.

The following items are to be included in the Contract Award Package (see Appendix 14-3 for the Contract Award Checklist):

- Bid Opening, Verification, and Sponsor Recommendation Letter (see Appendix 14-1) and attachments.
- Proof of Advertising which consists of the ad from the Contract Reporter, local newspaper, and copies of any other advertisements placed, whether in hard copy or electronic media. (see section 14.2 – "Advertising").
- Copy of all amendments issued:
    - Amendments distribution records showing that all amendments were sent to all plan buyers.
    - A record showing receipt of amendments by plan holders/bidders.
- A list of plan holders.
- Copy of notarized and signed proposal of the verified apparent low bidder.
- Copy of Certificate of Insurances – Workers Compensation and Disability Benefits (see Chapter 12.3.8).
- Copy of bond and/or bid deposit.
- Signed Non-Collusive Bidding Certification (see Appendix 12-1.14).
- Signed Disclosure of Lobbying Activities Forms (see Appendix 12-1.7).
- Copy of the confirmation of an approved CCA-2 *New York State Uniform Contracting Questionnaire.*
- Certification of apparent low bidder responsibility (see Section 14.4.1 – "Bidder Responsibility").
- Bid analysis completed by Sponsor (see Section 14.4.2).
- Description from the Sponsor concerning how it intends to inspect and provide QA/QC, as noted in the approved CMP.
- Bridge Construction Unit Cost Data (required for all projects with new or replacement bridges, (see Appendix 14-2).
- Documentation demonstrating that the low bidder met their responsibility for Equal Employment Opportunity (EEO) participation (AAP33 from EBO).
- DBE participation – EBO utilized and DBEs have acknowledged work. The Concurrence of proposed DBE participation by the RLPL prior to award.
- GFE documentation, if the DBE goal appears - the Sponsor **cannot award** the contract until NYSDOT's Office of Civil Rights concurs with the GFE.
- DBE trucking information in EBO if trucking is utilized from EBO.
- DBE Material Supplier Commitment Information (AAP22), if DBE material suppliers are utilized.
- DBE Trucking Commitment Information (AAP23), if DBE trucking firms are utilized
- Identification of Affirmative Action Representatives in EBO (not required for suppliers)

- Documentation demonstrating that the low bidder met their responsibility for DBE participation when goals were established. See NYSDOT Contract Administration Manual (CAM) §102-12 and Chapter 13 Civil Rights Requirements.

Sponsors must submit the Award Package for review prior to the award of the contract in order for the RLPL to conduct their review. RLPL will review and issue a Concurrence in Award letter when all questions and comments have been addressed.

14.8 CONTRACT AWARD

Federal aid contracts shall be awarded only based on the lowest responsive bid submitted by a bidder meeting the criteria of responsibility established by NYSDOT, in accordance with "Licensing and qualification of contractors per ***23 CFR 635.114(a)***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration as noted in ***140 of the State Finance Law*** and ***Section 105 NYS General Municipal Law***.

The Sponsor must certify in writing that all items in the award documentation package have been addressed and request a Concurrence in Award letter from the RLPL. In support of the Sponsor's request, the Sponsor must summarize the results of their bid analysis and highlight any irregularities that may have been identified using the Tabulation of Bids (see Appendix 14-5). The summary must include the bid tabulations of the project, showing bid item details for at least the low three acceptable bids and the total amounts of all other acceptable bids. After receiving the Concurrence in Award letter from the RLPL, the Sponsor may award the contract, provide notification of the award to the RLPL, and schedule a Pre-Construction Kick-off meeting to which the RLPL needs to attend.

For projects on the NHS System, Sponsors must contact the RLPL for additional requirements. See PDM Chapter 4, Table 4-3. Concurrence in the award is a prerequisite to federal participation in construction costs and, unless specifically stated otherwise, constitutes authority to proceed with construction ***23 CFR 635.114(b)***. The Concurrence in Award Letter must be retained as part of the project record by both the Sponsor and the RLPL.

14.9 REFERENCES

Federal Regulations
23 CFR 230 Subpart A—Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (Including Supportive Services
23 CFR 635.104 Method of Construction
23 CFR 635.105 Supervising agency (NYSDOT)
23 CFR 635.112 Advertising for bids and proposals
23 CFR 635.113(a) Bid opening and bid tabulations
23 CFR 635.114(a)(b) Award of contract and concurrence in award
49 CFR 26 Participation by Disadvantaged Business Enterprises (DBEs)

State Laws, Regulations, and Guidance
9 NYCRR 4.170 Establishing Uniform Guidelines for Determining the Responsibility of Bidders
NYS Finance Law – Section 140 Disposition of deposit accompanying bid
NYS General Municipal Law, Section 103, Subdivision 11 Advertising for bids and offers; letting of contracts; criminal conspiracies
NYS General Municipal Law Section 105 Disposition of deposit accompanying bid
NYS Procurement Guidelines
NYSDOT Civil Rights Forms – Not in Equitable Business Opportunities (EBO)
NYSDOT Contract Administration Manual §102-12
NYSDOT Office of Construction - Forms
NYSDOT Standard Specifications §101-02
NYSDOT Standard Specifications §102-12
NYSDOT Standard Specifications §105-21
PDM Chapter 4, Table 4-3

Web addresses
Corporation/Business Entity Database
https://www.dos.ny.gov/corps/
List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid
https://uscontractorregistration.com/?gclid=EAIaIQobChMIgsz--LHv2wIVVImGCh2qug_pEAAYASAAEgLb-fD_BwE
List of Employers Ineligible to Bid on or be Awarded any Public Work Contract
https://apps.labor.ny.gov/EDList/searchPage.do
NYSCR Contract Us
https://www.nyscr.ny.gov/contactUs.cfm
NYSCR Registration
https://www.nyscr.ny.gov/register.cfm
New York State Unified Certification Program (UCP) Directory
https://nysucp.newnycontracts.com/
Office of Safety and Health Administration (OSHA)
https://www.osha.gov/pls/imis/establishment.html
The New York State Contract Reporter
https://www.nyscr.ny.gov/
Weighted Average Item Price Report data
https://www.dot.ny.gov/divisions/engineering/design/dqab/waipr

LPM

APPENDICES

CHAPTER 14

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Appendix 14-1
BID OPENING, VERIFICATION AND SPONSOR RECOMMENDATION LETTER
Support for Concurrence in Award

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

RE: AWARD DOCUMENTATION
[PIN, PROJECT NAME]
BID OPENING, ANALYSIS, CERTIFICATION, AND RECOMMENDATION

Dear [RLPL Name]:

In accordance with Chapter 14 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has advertised, accepted bids, and completed the award process for the construction contract for the above-referenced locally administered federal aid project including:

- Advertised, at least 15 business days before the bid opening in the NYS Contract Reporter;
- Indicated the Disadvantaged Business Enterprise (DBE) [or Minority/Women Business Enterprise (M/WBE)] goals in the ad;
- Opened bids and read them aloud in a public forum in accordance with standard competitive bidding procedures and requirements;
- Mathematically verified bids and determined if bids are responsive;
- Provided a tabulation of all bids received at a public bid opening (attached);
- Determined low bidder and, if applicable, the low bidder in accordance with approved alternate bidding procedures, if used;
- Evaluated responsibility of the low bidder in accordance with Section 14.4.1 of the LPM;
- Analyzed bids in accordance with Section 14.4.2 of the LPM (attached);
- Evaluated and ensured appropriate DBE [or M/WBE] participation by DBE [or M/WBE] firms listed on NYSDOT registry prior to award;
- Completed all outstanding items, if any, which were incomplete at the time Authorization to Proceed with Advertisement was issued (Right-of-Way, permits, Construction Management Plan, etc.);
- Submitted the Contract Award Documentation Package with the checklist, described in Section 14.7 of the LPM to the RLPL;
- All environmental permits and approvals have been secured except those identified in the contract documents as needing to be obtained and secured by the contractor;
- Justification for rejection of all bids (if applicable);

The following information is provided:

- Project authorized for advertising by NYSDOT on [date];
- Project advertised for [days] business days beginning on [date];
- Bid Opening was [date];
- Contract Number is [LD OSC Contract Number];
- [#] of bids were received;
- [#] of plan holders;
- The computation of bids was verified by: [name of firm, individual] on: [date]
- The construction is being inspected by: [name of firm]

Engineer's Estimate: $ xxx, xxx.xx DBE or [M/WBE] Goal %

Bidders in rank order:

Rank	Bidder Name	Bid Amount	Contract Goal %
1	[Const. Co. A]	[$ xxx, xxx.xx]	%
2	Const. Co. B	$ xxx, xxx.xx	%
3	Const. Co. C	$ xxx, xxx.xx	%
4	Const. Co. D	$ xxx, xxx.xx	%
5	Const. Co. E	$ xxx, xxx.xx	%

The following irregularities were found: [note irregularities or indicate n/a]

The Lowest Responsible Bidder: [Const. Co. A] Low Bid: [$ xxx, xxx.xx]

	Total Bid
Federal Share is	$xxx, xxx.xx
State share (if applicable) is	$xxx, xxx.xx
Local share (if applicable) is	$xxx, xxx.xx

( ) I recommend the award of the above contract to the lowest responsible bidder.

( ) I recommend the rejection of all bids.

Sincerely,

[RLO – name, title]
[Sponsor]

Attachments:
Appendix 14-3, Locally Administered Project Contract Award Checklist and documents
Appendix 14-4, Tabulation of Bids
Bid Analysis

Appendix 14-2
BRIDGE CONSTRUCTION UNIT COST DATA
(Sponsor Sample)

Appendix 14-2

BRIDGE CONSTRUCTION UNIT COSTS DATA

Description:	
Letting Date:	
Contract No.:	
County:	
BIN:	
PIN:	
Structure Type:	
Deck Area (SQFT):	

ITEM	ITEM DESCRIPTION	UNIT	COST/UNIT	QUANTITY	LOW BID

INSTRUCTIONS on completing the Bridge Construction Unit Cost Data sheet.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, for all new and replacement bridges constructed using federal funds and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included.

Do not complete this form for bridge rehabilitations, superstructure replacements or pedestrian bridges.

Description:	Short Description of the Project.
Letting Date:	Indicate date project was let on.
Contract No:	LD (Office of the State Comptroller Number from the State/Local Agreement.)
County:	Location of the bridge.
BIN:	Bridge Identification Number.
PIN:	Indicate the 6-digit project identification number.
Structure Type:	Slab; Stringer/Multi-Beam; Girder; Tee Beam; Box Beam; Box Girder; Frame; Culvert; Truss, Deck; Truss, Thru; Arch, Deck; Arch, Thru; Suspension; Stayed Girder; Movable Lift; Tunnel.
Deck Area (Sqft)	Indicate the square footage of the deck area of the bridge.
Items:	Indicate only those items in the bridge share of the project.
Description:	Provide a short description of the item
Unit:	EA - Each; SF - Square feet; LF - Linear feet; LS - Lump sum
Cost/Unit	Cost per Unit.
Quantity	Indicate quantity.
Low Bid	Total cost per low bid per item. Column will automatically calculate.

Appendix 14-3
Locally Administered Project Contract Award Checklist

PIN: _____	Award Package Received by RLPL: __/__/__
Project: _____	Start Review on: __/__/__
Sponsor: _____	Finish Review by: __/__/__
Federal Aid Project ☐ Non-Federal Aid Project ☐	Project on NHS or State Highway? Y ☐ / N ☐

Date Sponsor	Date RLPL	Complete	Required Items
__/__/__	__/__/__	☐	Proof of advertisement (Contract Reporter, local newspapers, etc.)
__/__/__	__/__/__	☐	Amendments issued:
__/__/__	__/__/__	☐	• No concerns with amendments.
__/__/__	__/__/__	☐	• Copy of receipt of amendments by all bidders.
__/__/__	__/__/__	☐	Bid Opening, Verification and Sponsor Recommendation Letter (LPM Appendix 14-1)
__/__/__	__/__/__	☐	• Copy of verified low bidder's signed bid sheets.
__/__/__	__/__/__	☐	• Mathematical verification of bids provided.
__/__/__	__/__/__	☐	• Engineer Estimate (EE) and unit bid prices for all bidders.
__/__/__	__/__/__	☐	• Recommendation of award by Responsible Local Official *(On NHS or State Highway System)*
__/__/__	__/__/__	☐	• List of Plan holders.
__/__/__	__/__/__	☐	Award or recommendation consistent with *LPM* approved alternate bidding process
__/__/__	__/__/__	☐	Bid analysis (LPM 14.4.2) - no collusion, no unbalancing for high bid/low bid items (25% over/under EE) and in certain cases major items.
__/__/__	__/__/__	☐	• Items 25% over/under EE reviewed.
__/__/__	__/__/__	☐	• Omissions or errors explained.
__/__/__	__/__/__	☐	• Quantity changes affecting ranking of bidders.
__/__/__	__/__/__	☐	• Significant variation from EE/unbalancing of unit prices explained.
__/__/__	__/__/__	☐ ☐ n/a	• Reasonable justification provided (LPM 14.4.3).
__/__/__	__/__/__	☐ ☐ n/a	Project Segments on the State or NHS (LPM 15.3.1.1.1). QC/QA Plan in place.

Date Sponsor	Date RLPL	Complete	Required Items
/ /	/ /	☐	Bidder Responsibility: (LPM 14.4.1) https://uscontractorregistration.com/ – use this to register to do business with U.S. government. http://www.osha.gov/pls/imis/establishment.html – use this to check if any OSHA violations. http://www.dos.ny.gov Go to "Corporations/State Records & Uniform Commercial codes", "Search for Corporations".
/ /	/ /	☐	• NYS Uniform Contracting Questionnaire (Form CCA-2) completed and on file with DOT .
/ /	/ /	☐	• Debarment History Certification https://apps.labor.ny.gov/EDList/searchPage.do.
/ /	/ /	☐	• Disclosure of Lobbying Activities form signed.
/ /	/ /	☐	• Non-collusive Bidding Certification form signed.
/ /	/ /	☐	Certificate of Insurances: Workers Compensation and Disability Benefits.
/ /	/ /	☐	Bond and/or Bid Deposit
DBE goal is ___ % (Federal Aid Project)			
		☐	All DBE firms verified in NYS Unified Certification Program (UCP). https://nysucp.newnycontracts.com/
/ /	/ /	☐	All DBE firms certified for items of work they are proposed to perform.
/ /	/ /	☐	All DBE firms entered correctly, acknowledged and approved in EBO.
MBE goal is ___% (Non-Federal Aid Project Only)			
WBE goal is ___ % (Non-Federal Aid Project Only)			
M/WBE Waiver Request (Non-Federal Aid Project Only)			
		☐	All M/WBE firms verified.
D/M/WBE goal not met: (Federal and Non-Federal Aid Projects)			
/ /	/ /	☐ ☐ n/a	Good Faith Efforts documentation submitted:
/ /	/ /	☐	• Form AAP-10 D/M/WBE Subcontractor & Supplier Solicitation Log.
/ /	/ /	☐	• Correspondences, faxes, emails.
/ /	/ /	☐	• Advertisements (e.g. Newspaper ads).
/ /	/ /	☐	• Quotes from non-selected/selected D/M/WBE's.

Date Sponsor	Date RLPL	Complete	Required Items
___/___/___	___/___/___	☐ ☐ n/a	• Good Faith Efforts documentation approved by Main Office Local Program Bureau (LPB).
___/___/___	___/___/___	☐	Award notification to Contractor (formal award documentation).
___/___/___	___/___/___	☐	Low bid broken down by fiscal and highway/bridge share.

For RLPL Use:			
	___/___/___	☐ ☐ n/a	If EE greater than available capped funds, is assurance granted by Sponsor to fund difference with own funds?
	___/___/___	☐ ☐ n/a	Explanation of cost increases adequate?
	___/___/___	☐ ☐ n/a	If additional federal aid is requested/needed and applicable, has it been secured?
	___/___/___	☐ ☐ n/a	Construction related costs (CI, RRFA, utility, etc.) are known.

For RLPL Use:

Low Bid vs. Programmed Funds *(to be used in Award Notification Memo)*			
	Funding Source	Programmed	Low Bid
Construction		$	$
Highway.....	.....	$.....	$.....
Bridge.....	.....	$.....	$.....
100% Local ..... *(betterment, amount over capped funding, etc.)*	.....	$.....	$.....
Utilities.....	.....	$.....	$.....
Total.....	.....	$.....	$.....
Construction Inspection Who Performing:		$	$
Total Construction Phase		$	$
Let Date: _____ Completion Date: _____ EE: $_____ Award Date: _____			
Contractor: _____ OSC D#: _____ Construction FA # _____			
EE at time of letting matches Award EE *(If Award amount differs from EE at letting by > 10% and the additional bid analysis is not done, is federal funding affected? If not, then eliminate this checklist item. If so, then next step is to make sure appropriate bid analysis was done (> or < 10% of EE).*			

Any recommendations, unique, unusual, unfinished, (e.g. ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Situations

Regional Reviewer	Concern/Situation	Resolution/Date

Nassau County DPW

Appendix 14-4
TABULATION OF BIDS
(SAMPLE)

Date:

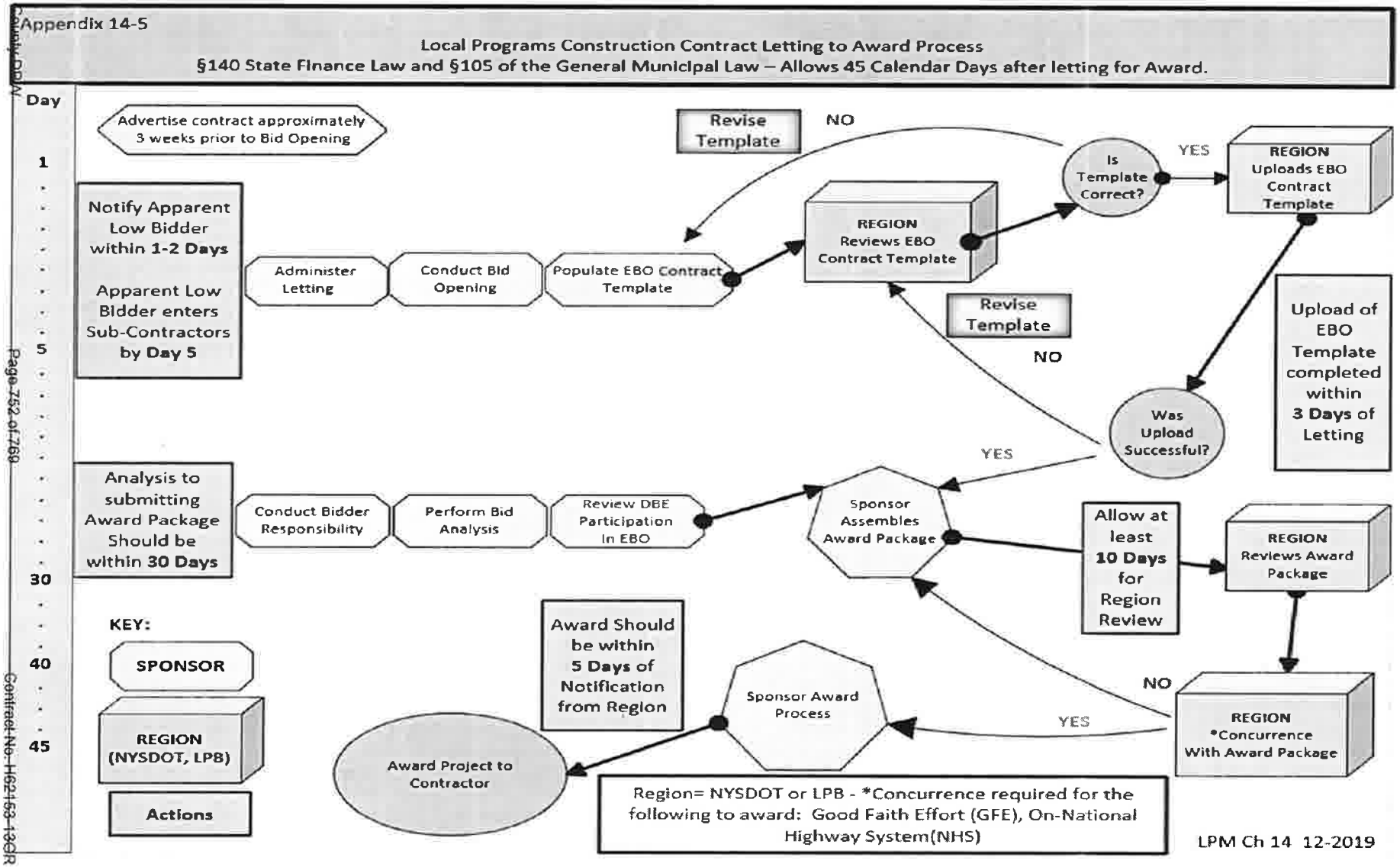
PIN:	
Project:	
Letting Date:	
Sponsor:	

						Bidder A			Bidder B		
Item	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Engineer's Estimate**	**Quantity**	**Unit Price**	**Total Cost**	**Quantity**	**Unit Price**	**Total Cost**
201.06	CLEARING AND GRUBBING	L.S.	1	$2,500.00	$2,500.00	1	$3,000.00	$3,000.00	1	$3,500.00	$3,500.00
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF 150	L.F.	730	$40.00	$29,200.00	730	$40.00	$29,200.00	730	$45.00	$32,850.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	C.Y.	40	$600.00	$24,000.00	40	$650.00	$26,000.00	40	$500.00	$20,000.00
635.0203	CLEAN AND PREP OF PAVEMENT SURFACES - LETTERS	EA.	40	$40.00	$1,600.00	40	$50.00	$2,000.00	40	$43.00	$1,720.00
698.04	ASPHALT PRICE ADJUSTMENT	D-C	1	$1.00	$1.00	1	$1.50	$1.50	1	$2.00	$2.00
			Computed TOTAL:		**$57,301.00**			$60,201.50			$58,072.00

Pavement Marking Improvements Ph 13 PIN 0764.23
Contract No. H62153-13GR

Nassau County DPW
Page 752 of 769
Contract No. H62153-13CR
Pavement Marking Improvements-PIN 0761.23

Appendix 14-5
LETTING TO AWARD FLOWCHART



Appendix 14-6
CHECKLIST- AFTER A PROJECT HAS BEEN LET, BUT NOT AWARDED

Per §140 of the NY State Finance Law and §105 of the NYS General Municipal Law, 45 Calendar Days is allowed after letting to Award.

PIN: _____ Project: _____ Sponsor: _____	Received by RLPL: / / Start Review on: / / Finish Review by: / /

Within first 3 Days of letting: ***(Date Completed)***

☐ Unverified Low Bidder, number of Bidders, Engineer Estimate and Low Bid.
- Sponsor provides the RLPL with the results of the letting **immediately.** _____

☐ Sponsor provides RLPL with **a single contact** for the award process. _____
- name, email address, and phone number.

☐ Sponsor verify bids. _____

☐ Sponsor identifies Apparent Low Bidder ***within 2 calendar days***. _____

☐ Sponsor performs bidder responsibility review ***within 2 calendar days***. _____
- For all contracts, the New York State Uniform Contracting Questionnaire (CCA-2) is used in the qualification of an entity as a "responsible bidder."
- United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.
- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.

☐ Sponsor completes bidder responsibility review and informs Apparent Low Bidder _____
within 2 calendar days.

☐ Sponsor compiles the "*Contract Template*" for entry into EBO and submits to RLPL _____
within 3 calendar days.
- Verify template to ensure that there are no errors; total of extended prices must match the Low Bid.
- The template can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights.

☐ Sponsor compiles "Award Documentation Package" for "lowest responsible bidder". _____
- See Local Program Manual, Chapter 14 – Advertisement, Contract Letting Award, Appendix 14-3 for a *"Locally Administered Project Contract Award Checklist"*.

Within 5 calendar days of Letting (per NYS Standard Specifications Section 102-12, H.):

(Date Completed)

☐ Once EBO is set up, Apparent Low Bidder must enter Sub-Contractors, items and rates in EBO. _____

☐ Subcontractors must access EBO and acknowledge commitments. _____

☐ Sponsor must review and approve Subcontractors. _____

☐ Sponsor must inform RLPL once Subcontractors are approved and DBE Goal is met or submit GFE for approval. _____

☐ RLPL provides:
- Quality Assurance review on the Contract Templates and resolve errors. _____
- Forward Contract Template to Main Office Local Programs EBO Unit for upload (to localprograms.ebo@dot.ny.gov. _____

☐ Main Office Local Programs EBO Unit upload information from the Contract Template and notifies RLPL. _____

☐ RLPL notifies Sponsor of successful upload to EBO. _____

☐ **Sponsor, Apparent Low Bidder and proposed Subcontractors who do not have EBO access must submit a request for access to the RLPL.**
- **Forms can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/Sponsor%20Request%20for%20EBO%20system%20login.rtf**

Within 25 days of Letting:

☐ Sponsor submits the Assembled "Award Documentation Package" and checklist to the RLPL for review and Approval/Concurrence. _____

☐ Sponsor updates the Construction Management Plan (CMP) as needed and provides to the RLPL. _____

☐ The Sponsor can start working with the "lowest responsible bidder" on the contract agreement, bonds and insurances; do not execute an agreement yet.
- **WAIT** for the RLPL to get back to you regarding the review of the "Award Documentation Package" and further instructions.

Between 30 and 40 Days of Letting: ***(Date Completed)***

☐ RLPL receives **completed** Award Documentation Package. _____

☐ RLPL completes review of Award Documentation Package and notifies Sponsor With a "Notification to Proceed with Award" Letter. _____

☐ Sponsor Receives "Notification *to Proceed with Award"* from RLPL. _____

Between 40 and 45 days from Letting:

☐ Sponsor provides the RLPL with the date contract awarded to the contractor. RLPL to have Local Programs EBO Unit enter date and indicate contract awarded in EBO. _____

☐ Sponsor finalizes resolution, contract agreement, bonds and insurances, and highway work permit (if applicable). _____

☐ Sponsor sends Contractor Notification of Award to RLPL. _____

☐ Sponsor contacts RLPL to schedule a Pre-Construction meeting. _____

Appendix 14-7
Construction Advertisement Checklist
(NYS Contract Reporter and Local Paper(s))

PIN: _____ OSC D# _____ Project: _____ Sponsor: _____	Start Review on: ___/___/___ Finish Review by: ___/___/___ Project on NHS or State Highway? Y / N

The following information must be included in the ad: NYS Contract Reporter (NYSCR) https://www.nyscr.ny.gov/

Included	Description of Information
	NYSDOT (6-digit) Project Identification Number (PIN)
	Local Contract Number (if applicable)
	Owner/Contracting Party
	Address of the Letting Venue
	Date and Time of Letting
	Where to obtain contract documents; official bidder's list
	Address where to submit bids
	Process of issuing Amendments
	Time for Performance of Contract
	NYSDOT Standard Specifications version date (1/1; 5/1; 9/1) as noted in Contract Proposal
	Federal Aid Project (LPM – Local Projects Manual)
	DBE Goal – Even if ZERO
	MBE Goal (For non-federal aid Projects Only)
	WBE Goal (For non-federal aid Projects Only)
	EEO Goal - Minority (To be included for ALL projects)
	EEO Goal – Female (To be included for ALL projects)
	Requirement to use Equitable Business Opportunity (EBO) software
	Requirement to submit *New York State Uniform Contracting Questionnaire* (CCA-2) online for prime and subs
	Requirement to submit completed Non-Collusion Forms (Appendix 12-1)
	Requirement to submit completed Lobbying Activities Form (Appendix 12-1)
	NO indication of residential or geographical restrictions or warranties
	Bid Deposit/Security required
	Bid cannot be withdrawn within 45 days of letting
	Owner's rights to waive any informalities and to reject any and all bids
	Contact name, phone number and/or email for any questions
	Bidder to promptly notify contact of any errors, omissions, conflicts, ambiguity, etc. in/among contract documents

Appendix 14-8
SAMPLE NOTICE TO BIDDERS – ADVERTISEMENT TO BID

Notice is hereby given that the **[Sponsor]** will accept sealed bids for:

[Project description, location]
[PIN XXXX.XX]
[Contract Number]

The Owner is the **[Sponsor]** and the work site is/are located in the **[municipality]**. The projects limits extend from: **[location limits]**

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: **[Provide a description of work included. E.g. Installation of approximately 3,500 ft of sidewalks with or without curb; signing and striping including the installation of crosswalks, pedestrian traffic signal upgrades, drainage modification, resurfacing, bridge replacement, etc.]**

This is a Federal Aid Project **[State Aid Project]** and NYSDOT Standard Specifications, officially finalized and adopted on **[date]** as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

[Choose appropriate goal format, DBE or M/WBE, based on funding and eliminate section not applicable]

The DBE goal for this project is: [%]

There are no M/WBE goals for this project.

[OR]

The MBE goal for this project is: [%]

The WBE goal for this project is: [%]

There are no DBE goals for this project.

(The EEO Goals apply to ALL contracts)

The EEO Employment goals for this project are: [%] Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20171010_EBO_Vendor_Login_Request_Form.pdf

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined, at no expense, at the office of: **[street address]** or at **[street address]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. Contract Documents are also available at **[insert link if applicable]**.

(If applicable) USB drives containing digital versions of the plans and specifications may be obtained at: **[indicate location]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. There is no charge for USB drives. The **[Sponsor]** and **[Consultant]** (if applicable) will not mail any USB drives or any other Bid Documents. Pick up of USB drives or other Bid Documents must be arranged.

(If applicable) A site visit will be conducted on **[date]** at **[time]** at the following location: **[location]**.

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from **[Sponsor, individual, consultant firm]** to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by **[Sponsor, individual, consultant firm]** will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page **[xx-xx]** of the Bid Form and the Acknowledgement of Receipt of Addenda, page **[xx-xx]**. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to **[name, sponsor or name, consultant]** either through email at: **[email address]** or by telephone at **[area code, phone number]**. Bidders shall promptly notify **[name of contact]** of any errors, omissions, conflicts or ambiguity within the Contract Documents within **[xx]** days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a **[unit price]** bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at **[address of bid opening]** by **[time of bid opening]**, local time, on **[date of bid opening]** at which time they will be publicly opened and read aloud in the **[room location of bid opening]**. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **["BID: PROJECT TITLE"]**.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at https://osc.state.ny.us/venrep/form_cca2.htm.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The [**Sponsor**] reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the [**Sponsor's Governing Body**] before any award of contract may be made. Receipt of bids by the [**Sponsor**] shall not be construed as authority to bind the [**Sponsor**].

The work will be substantially completed [**xx**] calendar days from Notice to Proceed and completed and ready for final payment on [**M/M/ DD/YYYY**].

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owners Contact
Name
Title
Address
Phone/Email

Engineer's Contact
Name
Title
Address
Phone/Email

Appendix 14-9
DBE COMMITMENT

AAP 141L
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal **% as Stated in the Advertisement**

We hereby submit a DBE commitment of **% for the above-referenced project.**

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.* **Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key: Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

Certified: --

B-9-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 5, 2026
3:15 PM

NIFS ID: CLPW26000013

Capital: **X**

Contract ID #: **CHPW25000012**
NIFS Entry Date: **05/08/2026**
DPW Contract Number: **H62153-15G**

Department: Public Works

Service: **Pavement Marking Improv. H62153-15G Phase 15 PIN 0761.69 B09-26 Amend. 1**
Term: **No change to term**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Safety Marking LLC**	ID#:**061267005**
Main Address: **255 Hancock Avenue Bridgeport, CT 06605**	
Main Contact: **Carly Thomas**	
Main Phone: **(203) 333-6870**	

Department:
Contact Name: **Christopher Liberti**
Address: **NCDPW 1194 Prospect Ave Westbury NY 11590**
Phone: **(516) 571-3930**
Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,cpetrucci@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will refurbish worn and faded, pavement markings on various roads throughout the County Road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised June 18, 2024. There was one (1) bidder. The bid was received on July 23, 2024. The bid received for the above referenced contract has been examined and the bid submitted by Safety Marking LLC in the amount of $3,286,688.19 is acceptable as the lowest bid.

Description of General Provisions: This is a unit price contract. The contract shall be completed within twelve (12) months from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be at the discretion of the County.

Impact on Funding / Price Analysis: Amendment #1 increase the contract maximum by $1,643,344.09, from the original contract amount of $3,286,688.19 for a total maximum contract amount of $4,930,032.28. The funds are available in Capital Project 62153.

Change in Contract from Prior Procurement: Adding additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/25/2025

Original procurement method: Formal Sealed Bid

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62153 169	02	$1,643,344.09
Project Number 62153 Project Detail 169								
						TOTAL		**$1,643,344.09**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$1,643,344.09
Other	$0.00
Total	**$1,643,344.09**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	05/11/2026 04:06PM	Approved
NIFS Final Approval	Christopher Yansick	05/12/2026 07:08AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:08AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	05/12/2026 07:08AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:08AM	Approved
County Attorney			
RE & Insurance Verification	Kemely Weiss	05/20/2026 03:01PM	Approved
Approval as to Form	Julie Silverstein	05/13/2026 12:47PM	Approved
NIFS Approval	Mary Nori	05/21/2026 05:36PM	Approved
Final Approval	Mary Nori	05/21/2026 05:36PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	05/12/2026 09:24AM	Approved
NIFA Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Final Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/22/2026 10:49AM	Approved
DCE Compliance Approval	Robert Cleary	05/29/2026 01:01PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:23PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:24PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/05/2026 02:10PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

B09-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-15G, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 15, PIN 0761.69, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $1,643,344.09 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $4,930,032.28 and

WHEREAS, the funding for this Contract Amendment is from capital funds approved by the Nassau County Legislature: now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the

Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Safety Marking LLC, 255 Hancock Avenue, Bridgeport, Connecticut 06605 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H62153-15G between the County and the Firm, executed on behalf of the County on June 25, 2025 (the "Original Agreement"), the Firm performed construction services consisting of the furnishing labor, materials, tools, equipment, and incidentals as specified for the refurbishment of epoxy pavement markings along various roadways in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for one (1) year, with the Department's option to extend the term of the Contract at its own discretion (the "Term"), and extended by letter to December 31, 2027;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was three million two hundred eighty-six thousand six hundred eighty-eight dollars and nineteen cents ($3,286,688.19) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement to increase the amount of funds available to compensate the Contractor for the providing Services by an additional one million six hundred forty-three thousand three hundred forty-four dollars and nine cents ($1,643,344.09) as provided herein ("Amendment Number One"); and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by one million six hundred forty-three thousand three hundred forty-four dollars and nine cents ($1,643,344.09). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed four million nine hundred thirty thousand thirty-two dollars and twenty-eight cents ($4,930,032.28), during the Term (the "Amended Maximum Amount") for Services under the Amended Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Number One shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement or as otherwise provided the Original Agreement.

3. Compliance with Law.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts.

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Safety Marking LLC

By: BKelly

Name: Bronson Kelly

Title: Vice President

Date: 5/8/26

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of May in the year 2026 before me personally came Branson Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the Vice President of Safety Mfg LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Heather A Trudeau

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

My Commission Expires
03.31.2030

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.

Designated DCCO

DATE:

November 18, 2025

SUBJECT:

Amendments f or Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity, and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Amendments for Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services, or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of non-responsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of non-responsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

SUBJECT: Amendments for Contracts No: H62153-1 3GR , 14 G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor reports an OSHA investigation, resulting in an "Other than Serious" violation issued in 2022, on a non-County project. Vendor has performed work for the County for many years without incidence. Vendor reports that it complied with a United States Attorney's office investigation of an unaffiliated company. Vendor reports that a former employee it terminated for aggressive bullying filed a protected speech complaint with the National Labor Relations Board; no violation was issued, and the charge was settled. The Department is satisfied with the Vendor's reporting of Adverse Information and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts H62153-1 3GR , 14 G & 15G.

Jane Houdek
Counsel for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Safety Marking LLC

2. Amount requiring NIFA approval: $1,643,344.09

Amount to be encumbered: $1,643,344.09

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change to term

Has work or services on this contract commenced? Yes

If yes, please explain: Refurbishment of worn and faded, pavement markings on various roads throughout the County road system

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract will refurbish worn and faded, pavement markings on various roads throughout the County Road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 05/12/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Mark Kelly state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Safety Marking LLC

Vendor's Address: 255 Hancock Avenue Bridgeport CT US 06605

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/03/2026 01:14:58 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 03/04/2026 01:55:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/03/2026 01:16:17 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Mark Kelly [MKELLY@SAFETYMARKING.NET]
Date Certified	04/01/2026 02:19:38 pm

Principal Name	Terry Healy [THEALY@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:35:07 pm

Principal Name	Steven Treglia [STREGLIA@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:32:23 pm

I, Mark Kelly hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Mark Kelly MKELLY@SAFETYMARKING.NET

Name

Chairman of the Board

Title

Safety Marking LLC

Name of Submitting Entity

04/01/2026 02:20:46 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/03/2026

1) Proposer's Legal Name: Safety Marking LLC

2) Address of Place of Business: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Address: 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 500 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 59 Stilson Road

City: Richmond State/Province/ Territory: RI Zip/Postal Code: 02898

Country: US

Start Date: End Date:

Address: 84 Sylvester Street

City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

Address:	85 New York Avenue				
City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

3) Mailing Address (if different): 255 Hancock Avenue

City:		State/Province/ Territory:		Zip/Postal Code:	

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Safety Marking, Inc. reorganized on May 22, 2022 to Safety Marking, LLC. Tax ID is the same.

1 File(s) uploaded: CT Sec of State Business Details.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

When a contract requires unionized labor, Safety Marking LLC will utilize Safety Marking of NY LLC's personnel as Safety Marking of NY LLC is a unionized company. Safety Marking of NY LLC supplies unionized labor to Safety Marking LLC exclusively. Safety Marking of NY LLC will not be performing any active work on these projects. Safety Marking LLC's certified payroll administrator handles Safety Marking of NY LLC's payroll and Safety Marking LLC Controller handles various accounting services for Safety Marking of NY LLC.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Safety Marking LLC is affiliated with Safety Marking of NY LLC which provides union labor solely and exclusively to Safety Marking LLC.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Safety Marking of NY LLC whose sole function is to provide union labor exclusively to Safety Marking LLC. Safety Marking Topco LLC is the parent company to Safety Marking LLC.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.

2 File(s) uploaded: Proof of Payment.pdf, Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a Safety Marking LLC employee had any conflict of interest, that employee would not be allowed to be involved with projects in any capacity nor would they have access to any information regarding the project.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/10/1989

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Mark Kelly, Chairman of the Board

Highview Capital LLC, Shareholder - No owner of Highview Capital directly or indirectly owns 10% or more of Safety Marking LLC

First Name	Mark				
Last Name	Kelly				
MI		Suffix			
Address	Safety Marking LLC				
City	Bridgeport	State/Province/ Territory	CT	Zip/Postal Code	06605
Country	US				
Position	Chief Executive Officer				

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

3 File(s) uploaded: CCVD Form - Question 4.pdf, CCVD Form - Question 4.pdf, CT Sec of State Business Details.pdf

iv) State of incorporation (if applicable);

CT

v) The number of employees in the firm;

160

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

5 File(s) uploaded: Abraham Nieves.pdf, Daniel_King_Resume_4.2020.pdf, PJ Clyne.pdf, Ray Ryan.pdf, SMC History 1973 - Present.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

51

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see attachment with Company History, resumes, and equipment list in item vii) above. Also attached are disclosures that do not apply to any question on this form.

2 File(s) uploaded: BUSINESS HISTORY Additional Information.pdf, Leslie Robinson, Esq - NYSDOT Item 14e.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York State Department of Transportation		
Contact Person	Jeffrey Dionisio, EIC		
Address	3380 Veterans Memorial Highway		
City	Bohemia	State/Province/Territory	NY
Country	US		
Telephone	(631) 905-7139		
Fax #	(631) 761-6474		
E-Mail Address	jeffrey.dionisio@dot.ny.gov		

Company	The Port Authority of NY & NJ		
Contact Person	Marcelo Morelli, Chief Operations Supervisor		
Address	JFK International Airport		
City	Queens	State/Province/Territory	NY
Country	US		
Telephone	(914) 675-1498		
Fax #			
E-Mail Address	mmorelli@panynj.gov		

Company	New York State Thruway Authority		
Contact Person	Jessica Mandy		
Address	4 Executive Boulevard, Suite 400		
City	Suffern	State/Province/Territory	CT
Country	US		
Telephone	(845) 222-4588		
Fax #			
E-Mail Address	jessica.mandy@thruway.ny.gov		

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Safety Marking LLC

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

Chief Financial Officer
Title

03/04/2026 01:55:01 pm
Date

SAFETY MARKING LLC ACTIVE

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

BUSINESS DETAILS

Business Details

General Information

Principal Details

Principal Name
Mark Kelly

Principal Title
Manager

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Principal Residence address
[redacted]

Principal Name
WEST ROAD, INC.

Principal Title
Member

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Agent details

Filing History

Name History

Shares

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

RAY RYAN, LI Superintendent

Contact Information	Cell # - 203.895-1777 Email – rryan@safetymarking.net Office # - 516.333-0489 ***Safety Marking LLC*** 255 Hancock Avenue Bridgeport, CT 06605 (203) 333 - 6870
Position	**Long Island Superintendent**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects ranging in value from $10,000 to $8 million • Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects since 2012 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC. • Working knowledge of all MUTCD, DOT, & FAA specs and regulations • Experienced in layout of new and phase construction • Experienced Epoxy Crew Foreman • Experienced Superintendent
Additional Training	• First Aid & CPR certified • ATTSA Certified Traffic Control Technician • ATTSA Certified Traffic Control Supervisor • OSHA 30

SAFETY MARKING, INC.
255 Hancock Avenue
Bridgeport, CT 06605
FEIN: [redacted]

A. Safety Marking, Inc. has been owned and operated by Mark Kelly since 1973 and is the #1-line striping company in the Northeast and in the top 5 in the Nation.with annual revenues of $40,000,000 to $50,000,000. Safety Marking, Inc. is a full service highway, roadway and airport marking company with expertise in every aspect of pavement marking. Our Corporate Headquarters are located in Bridgeport, CT with offices in Richmond, RI and Westbury, NY. We have successfully completed striping jobs, large and small that include Highway striping, Airports, Parking lots and Custom jobs.

Safety Marking, Inc. offers a full range of products and services that include all aspects of stage construction and application of all durable markings (Epoxy, Thermoplastic, Preformed Tape and Heat Fused Tape) as well as removal of existing markings by hydro blasting, grinding & shot blasting and the installation of rumble strips.

Safety Marking, Inc. is committed to looking toward the future and is constantly working with industry leaders on testing and developing the next generation of pavement markings.

Some company milestones are as follows:

1973 – Safety Marking, Inc. is founded by President Mark Kelly who owns 100% of its shares
1988 - Company launches a full-time highway and roadway marking operation
1989 – Safety Marking, Inc. incorporated February 10, 1989
1993 - Company celebrates its 20th anniversary and beings the first CT State Prime job
1994 - Company establishes new Headquarters in Bridgeport, CT
1995 – Company contracts first NYSDOT Prime job
1996 – Company marks first RIDOT State Prime job
1999 – Company expands to RI and opens second office facility in Richmond
2002 – Company completes initial PANYNJ Prime servicing LGA, JFK, EWR, SWF & TEB
2005 – Company opens third office in Westbury, NY
2012 – Company acquires waterblasting truck for hydroblasting removal
2013 – Company expands its Bridgeport offices and moves its Headquarters to 255 Hancock Ave
2013 – Company is awarded 7 Year PANYNJ Maintenance contract
2014 – Company is awarded 5 Year Westchester County Airport striping & rubber removal contract
2015 – Company is awarded 3 Year Hydro-rubber removal bid for the CT Airport Authority
2015 – Company awarded 3.5 Year subcontract with Rampart Hydro for PANYNJ Rubber Removal Contract
2016 – Company is awarded all 7 CTDOT striping projects, NYSDOT striping contract on Long Island and RIDOT striping contract
2017 – Company is awarded a NYSDOT striping contract on Long Island, striping contracts with Suffolk County, Nassau County, MacArthur Airport, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.
2019 – Hired Daniel King as our Manager of Learning & Development to train all employees
2019 – Opened a new Training Facility at 500 Bostwick Avenue, Bridgeport, CT 06605
2020 – Present - Company continues to win striping contracts with NYSDOT, RIDOT, CTDOT, PANYNJ, CT Airport Authority, Nassau County, Dutchess County, Westchester County, Municipalities in NY, CT & RI and begins the service of installing rumble strips.

Patrick J. Clyne, Safety Director

Contact Information

Cell # - 203.258-7367
Email - pjclyne@safetymarking.net
Office # - 203.814-3410

Safety Marking, Inc.
255 Hancock Ave.
Bridgeport, CT 06605
203.333-6870

Position

Safety Director

Experience

- Employed by Safety Marking since 1993
- Managed various construction and maintenance projects in CT, NY & RI ranging in value from $10,000 to $8,000,000
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor
- 30 Hr OSHA Certified

Education

Humboldt State University – BS in Biology
Dale Carnegie Graduate

Abraham Nieves

Contact Information

Cell # - 203.258-4842
Email - anieves@safetymarking.net

Safety Marking LLC
255 Hancock Ave.
Bridgeport, CT 06605

(203) 333 - 6870

Position

Airport Manager

Experience

- Employed by Safety Marking since 1995
- Managed various construction and maintenance projects in CT, NY, RI ranging in value from $10,000 to $3 million
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- OSHA 30 Hr
- AirMark Certified
- Hydro-removal Certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor

Daniel J. King

[redacted]

daniel.f.king@outlook.com | http://www.linkedin.com/in/kingdaniel

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Needs Analysis ♦ Assessment Management

Presentations ♦ Training and Development

Curriculum Design and Implementation

Education ♦ Success Coaching

Accomplished training and development professional dedicated to life-long learning and instruction, capable of advanced level independent and collaborative efforts based on customer needs. Highly engaging presenter using experience, humor, and trust to engage audiences and deliver content in a principled, equitable, and inviting atmosphere where discussion and questions are the foundation for learning.

Career:

Safety Marking Inc., Bridgeport, CT (2018-Present)
Manager of Learning and Development – Human Resources

Safety Marking provides services to government agencies, municipalities, and independent companies throughout New York, Connecticut, Massachusetts, and Rhode Island. With three locations and a state-of-the-art multi-functional fleet, Safety Marking is a full-time highway and roadway marking operation.

Responsibilities:
- Oversee Performance Management and LMS
- Provide Performance Coaching to Management and Staff
- Design and deliver Operations and Professional skills training

Brookhaven National Laboratory, United States Department of Energy, Upton, NY (2014 – 2017)
Principle Technical Training Specialist: Training and Qualification – Human Resources

Brookhaven National Laboratory is a multipurpose research institution funded primarily by the US. Department of Energy's Office of Science that brings world-class facilities and expertise to the most exciting and important questions in basic and applied science— from the birth of our universe to the sustainable energy technology of tomorrow.

Accomplishments:
- Annually deliver 900+ hours of classroom safety courses to audiences including scientific, support and labor personnel
- Directly impact annual accident rate of less than 0.5% by providing instruction in Fall Protection, Confined Space Safety, Hazard Identification, Slip Simulation, Concrete and Masonry Penetration, Site Orientation, and Employee On-boarding
- Partner with Subject Matter Experts (SMEs) and leadership to ensure 2600 lab employees understand and follow relevant Federal, State, local, industry and laboratory safety and compliance regulations
- Provide analysis, consultation, design and development for the implementation of web-based training for operations such as Accident Investigation, Information Safety, Records Management, and Talent Acquisition
- Collaborate lab-wide to identify root causes and areas for development in safety compliance and operations conduct and determine the most appropriate materials and methods for addressing needs and improving deficiencies
- Collaborate with colleagues to manage training website content for 300+ courses, an annual classroom training calendar of more than 450 sessions, and a six terabyte database of training resources
- Explained the history and science of BNL to guests and visitors as site guide during regular individual and group site tours
- Primary voice-over talent for lab-wide A/V productions including R&D 100 submissions, synchrotron advancements, nano research, collider experiments, historical milestones, operations, and emergency procedures
- One of 20 chosen to participate in the 2016 annual BNL Mentorship Program
- Recipient of 2016 Spotlight Award for exceptional job performance

Spellman High Voltage Electronics Corporation, Hauppauge, NY (2012 – 2014)
Training Manager: Global - Human Resources

Spellman provides direct current and high voltage power supplies for the medical, industrial and scientific communities.

Accomplishments:
- Managed a training budget for 1400 international employees with operations in seven countries
- Reviewed Key Performance Indicators and Annual Performance Reviews with senior staff to align training with goals
- Maintained training records and demonstrate data integrity during audits
- Collaborated with SME's and vendors to develop and deliver hard & soft skill training for internal customers
- Developed and design ELearning courses using Articulate, Audacity, Active Presenter, and MS Movie Maker
- Managed utilization of complete *Velsoft* library including customization, branding, and presenting courses
- Partnered with EHS to develop and present OSHA compliance training such as PPE, Aerial and Scissor Lift, Fall &Hearing Protection and HazCom
- Collaborated with Quality SME to ensure training compliance with ISO 9001 and 14001 standards and policies
- Managed Pearson Global English program for 100 users

Healthfirst, New York, NY (2009 – 2012)
Training Manager for Coaching and Development: Center for Employee Excellence - Human Resources

Healthfirst serves New York and New Jersey with over 1,000,000 members and a network of more than 25,000 providers.

Accomplishments:
- Co-Lead the Excellence in Management Program roll-out to 370 mid-level managers
- Graduated Healthfirst's American Management Association Leadership Development Program
- Co-Managed employee learning portal using SumTotal LMS
- Coached 35 Medicare and Medicaid District Managers on enrollment compliance, process, and procedure
- Spearheaded training roll-out of Healthfirst's Medicaid Paperless Enrollment Application System to 400 employees
- Managed training department content using CMS400.net system
- Collaborated with internal SME's to design and deliver ELearning courses using Articulate software
- Delivered new hire training to New York State Medicaid Facilitated Enrollers and Medicare Sales Reps
- Managed skills assessments, system training, and refresher training for 200 field staff via ILT, E-Learning, and webinar

Autologic, Huntington, NY (2007 - 2009)
Curriculum Development Director – Training Publications

Autologic develops diagnostic and programming software for European & Asian luxury and sports cars.

Accomplishments:
- FrameMaker expert
- Generated 40% ROI on training investment over 18 months
- Researched, wrote and designed training manuals for instructor-led training to customers across NA and Canada

InsideTrack, Success Coaching, San Francisco, CA (2005 - 2006)
Success Coach – NJ & CA

InsideTrack promotes student engagement, persistence, and success through personalized student coaching services.

Accomplishments:
- Certified Success Coach for 75 adult learners
- Coached learners to identify and create goals designed to chart immediate and long-term success
- Conducted 15 daily one-to-one time management, problem-solving, and decision-making skills workshops
- Developed and implemented strategies to achieve self-awareness, academic preparedness, and goal attainment

Hackensack Board of Education, High School, Hackensack, NJ (1994 - 2004)
Teacher of Secondary English – Humanities Department

Accomplishments:
- Teacher of 125 secondary students developing writing, reading, research & analysis, and documentation skills
- Curriculum development and delivery that met and exceeded local, state, and federal standards as per NCLB

Education
Fairleigh Dickinson University
Master of Arts, Teaching English Language & Literature

St. Thomas Aquinas College
Bachelor of Arts, English & Journalism

License / Certificate / Qualification
Success Coach
Adult CPR/AED (AHA)
Basic Life Support (AHA)
Confined Space Trainer (BNL)
Fall Protection: Competent Person (Miller)
State of New Jersey: English Language Arts, Secondary Educator

Membership

Association for Talent Development (ATD)	http://www.astd.org/
The ELearning Guild	http://www.elearningguild.com/

References Available Upon Request

BUSINESS HISTORY FORM
Miscellaneous Disclosures that do not apply to any question on this form

On April 5, 2019, the company received a civil investigative demand from the United States Attorney's office, Northern District of New York. The civil demand required the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. Safety Marking, Inc. complied with the investigative demand and disclosed all documents in accordance thereto and received the attached letter terminating any reporting requirements closing this matter. Please see attached letter from Leslie Robinson, Senior Attorney/NYSDOT.

In January 2020 an employee who was terminated for aggressive and bulling conduct filed a Charge with the NLRB alleging that his bulling conduct was protected speech under the NLRA. No Complaint was issued by the NLRB and the Charge was withdrawn in February 2020 after a settlement.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JANICE A. McLACHLAN
Acting Chief Counsel

VIA EMAIL ONLY

March 10, 2021

Joshua A. Hawks-Ladds, Attorney
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103-3702
JHawks-Ladds@pullcom.com

Mark Kelly, President
Safety Marking, Inc.
PO Box # 38186
Bridgeport, CT 06605
MKelly@safetymarking.net

Re: Safety Marking, Inc.

Dear Mr. Hawks-Ladds:

On January 19, 2021, you notified the New York State Department of Transportation ("the Department") on behalf of your client, Safety Marking, Inc., ("Safety Marking") of a new development related to the United States Attorney's Civil Investigative Demands and investigation of The Fence Man, Inc. Specifically, you reported that Safety Marking has learned that the United States Attorney's Office (USAO) has settled its investigation of The Fence Man, Inc., and the government and the Fence Man executed a formal Settlement Agreement resolving the matter. You also reported that the USAO has not contacted your client, Safety Marking, since June 2019 regarding its investigation of The Fence Man, Inc., and that The Fence Man matter is now closed. Additionally, you indicated that you do not believe that the USAO has any timely claims that could be raised against your client. Therefore, you requested an end to Safety Marking's reporting requirements regarding the USAO's Investigative Demands and investigation of The Fence Man, Inc.

This request was presented to the Department's Contract Review Unit ("CRU") for further consideration on behalf of the Department. The Department hereby grants your request to end Safety Marking's reporting requirements regarding The Fence Man.

Please contact me by e-mail at Leslie.Robinson@dot.ny.gov if you have questions regarding this.

Sincerely,



Leslie Robinson
Senior Attorney

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:14:58 pm

Vendor: Safety Marking LLC

Title: Chief Financial Officer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mark Kelly
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143423

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3423

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	09/02/2025	Shareholder	02/10/1989
Chief Exec. Officer	02/10/1989	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mark Kelly owns the real estate for all of the office locations for Safety Marking LLC. Safety Marking LLC leases those locations from Mark Kelly.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of Safety Marking of NY LLC since May 1, 2016. Safety Marking of NY LLC exclusively provides union labor to Safety Marking LLC. Safety Marking of NY LLC will not be performing any active work on these projects. Owner of the

following holding companies related to real estate and others: Kelly Family Holdings LLC, 460 Bostwick Avenue, Bridgeport LLC, West Road Inc., 255 Hancock Avenue, LLC, New York Avenue LLC, 17 Danbury Avenue, Westport LLC, Stilson Road LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information that "Roadway Striping"

1 File(s) uploaded: Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mark Kelly , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Kelly , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Kelly MKELLY@SAFETYMARKING.NET

CEO

Title

04/01/2026 02:19:38 pm

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Steve Treglia
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143413

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3413

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	02/10/1989	Shareholder	
Chief Exec. Officer	09/02/2025	Secretary	
Chief Financial Officer	05/01/2016	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

CFO

Title

03/16/2026 10:14:37 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Terry Healy
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2033336870

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2033336870

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 333-6870

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone (203) 333-6870

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	02/10/1989	Shareholder	
Chief Exec. Officer	09/02/2025	Secretary	
Chief Financial Officer	05/01/2016	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Former CEO of Shamrock Environmental Corporation. Company was based out of Greensboro, NC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

1 File(s) uploaded: Attachment for Question 9f.pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Terrence Healy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Terrence Healy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Terrence Healy THEALY@SAFETYMARKING.NET

CEO

Title

03/16/2026 10:07:44 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Safety Marking LLC

Address: 255 Hancock Avenue

City: Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Safety Marking, Inc. reorganized May 24, 2022 to Safety Marking LLC. Tax ID is the same as is all other information.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Safety Marking LLC is owned by Safety Marking Topco LLC which is owned by Mark Kelly, [redacted] ([redacted]) and Highview Capital ([redacted]. Highview capital is a large private equity fund and the individual shareholders, partners and members of the fund are private information and not known at the Safety Marking LLC level.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Safety Marking of NY LLC
Safety Marking Topco LLC (However, not taking part in any portion of this contract)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

255 Hancock Avenue

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:16:17 pm

Title: Chief Financial Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
a Brown & Brown Company
405 Church Street
Guilford, CT 06437

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 **FAX (A/C, No):**
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 90195932 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓	✓	[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	[redacted]	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		✓	[redacted]	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability (2nd Layer)	✓	✓	[redacted]	7/1/2025	7/1/2026	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2025	7/1/2026	$5,000,000 occ/$5,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NY – H62153-15G Pavemnet Marking Phase 15
County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any other parties required by written contract are included as Additional Insured per the attached forms.

CERTIFICATE HOLDER
NY – H62153-15G

County of Nassau
1194 Prospect Ave
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Harding

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 5, 2025

SUBJECT: Pavement Marking Improvements Phase 15, Contract H62153-15G
Encumbrance No. CHPW25000012
Approval of Contract Amendment No. 1

This Department is requesting approval of the following Amendment that is necessary for Safety Marking, LLC to perform additional construction services involving the refurbishment of worn and faded pavement markings on Nassau County roads including long lines, stop lines, hatching, crosswalks, symbols and letters to assure good visibility and promote safe and efficient movement and operation of traffic.

PAVEMET MARKING IMPROVEMENTS PHASE 15, CONTRACT No. H62153-15G
ADDITIONAL FUNDING: Increase Maximum Amount by $1,643,344.09

This pavement marking project was bid using New York State DOT pavement marking standards and specifications that did not provide sufficient wet weather nighttime retro-reflectivity. Additionally, after the contract was awarded, the Federal Highway Administration released an update to the *Manual on Uniform Traffic Control Devices* to modify pavement marking requirements while the Traffic Engineering Unit was in the process of developing a new epoxy specification to enhance visibility of the pavement markings during wet-night conditions to address the wet weather safety concerns. These factors resulted in updated pavement marking standards and specifications, which led to a fifty percent (50%) increase in line striping width and the inclusion micro-crystalline ceramic beads that provide superior wet-night visibility of the markings over what was used in the past. Since the new pavement marking standards and specifications led to an increased cost per linear foot of pavement markings, not all the original roads that were scoped for the project could be completed. Additionally, roadways that were recently resurfaced utilizing the NYSDOT pavement marking material required refurbishment to remediate the wet weather nighttime visibility issue. The additional funding being requested will enable us to complete all the remaining work using our upgraded standards and specifications.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return the memo to this office for appropriate action.

Joseph G Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

11/5/25
Arthur T. Walsh Date
Chief Deputy County Executive

s:\san\support staff\author\liberti, christopher\safety marking h62153-15g pm phase 15 approval contract amend no. 1 $164,3344.09.cl.doc

Request to Initiate - R25-0256 (P25-0151 - Supplemental Funding for Pavement Marking Phase 15 - H62153-15G)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Supplemental Funding for Pavement Marking Phase 15 - H62153-15G**		
Justification	**The pavement marking specification being used has been updated to include new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to enable us to complete all of the work that was scoped under the existing pavement marking project using our new standards and specifications.**		
Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**1,643,344.09**	Phase Cost	**1,643,344.09**
Total Project Cost	**$1,643,344.09**		
Start Work	**04/15/2026**	Duration	**6 months**
Renewal Options	**None**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**The original project has already been bid. We will be using the same contract terms and bid prices.**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62153 - Federal Aid Durable Marking Program	169	PWCAPCAP	1,643,344.09		0			10/20/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of Days Show calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • Materials Show calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Christopher Liberti**	**10/20/2025 09:28 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**10/20/2025 10:48 am**
AIM Entered	**Deanna Funk**	**10/21/2025 07:12 am**
Time Sheet Code	**25-0256**	
Commissioner Approved	**William Nimmo**	**10/21/2025 08:50 am**
DCE / Ops Approved	**Arthur Walsh**	**10/23/2025 12:56 pm**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

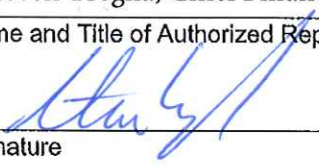
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven Treglia, Chief Financial Officer — 3/18/26

Name and Title of Authorized Representative — m/d/yy



Signature — 3/18/26 Date

Safety Marking LLC

Name of Organization

255 Hancock Avenue Bridgeport, CT 06605

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

May 6, 2026

Bronson Kelly, Vice President of Operations
Safety Marking, Inc.
255 Hancock Avenue
Bridgeport, CT 06605

Re: Nassau County Pavement Marking Improvements Phase 15
Contract No.: H62153-15G; PIN 0761.69; LD040748
Encumbrance No.: CHPW25000012 for $3,286,688.19
Extension of Time

Dear Mr. Kelly:

This is in reference to your letter dated April 28, 2026, requesting an extension of time under the aforementioned contract due to inclement weather conditions that ceased seasonal operations earlier than anticipated. Based on the reason stated above, you are hereby advised that the extension of time per Article XIII of the Agreement is granted to December 31, 2027 to coincide with the expiration of the State and Local Agreement.

This extension of time is not an acknowledgement by the Commissioner that the same was caused by any action on the part of the County and shall serve to relieve you from any of the terms and conditions of the Contract or from full responsibility of performance of the obligations hereunder. The County specifically reserves any and all claims, causes of action, and the right to assess damages against you or your surety.

Very truly yours,

Joseph G Pecora P.E.

for Michael Kwashcyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Harold Lutz, Director of Traffic Engineering Unit
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III
Elizabeth Kobel, Administrative Officer II
Kuros Sorbi, Resident Engineer
Donnalyn Pritchard, Office Engineer
Isaac Aliyu, NYSDOT Regional Local Projects Construction Monitor

B06-25

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 Prospect Avenue
Westbury, NEW YORK 11590-2723

NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS PHASE 15

PIN 0761.69
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO: H62153-15G

July 2024

Responsible Local Official

Arthur T. Walsh
Chief Deputy County Executive

Licensed Professional

Kenneth G. Arnold, P.E.
Commissioner of Public Work

NO TEXT ON THIS PAGE

Contract No. H62153-15G
PIN 0761.69

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NO TEXT ON THIS PAGE

Nassau County

New York

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **Tuesday, July 23rd, 2024 until 10:30 am,** at which time the Proposals were accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

Nassau County Department of Public Works
Pavement Marking Improvements-Phase 15
P.I.N. 0761.69
Various Locations
CONTRACT NO.: H62153-15G

The Scope of Work will include refurbishing worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbol pavement markings) on various roads throughout the County road system with a durable, reflective pavement marking materials. These markings will help guide drivers along County roads and will help enhance the safety and efficiency of our roads. Your bid shall be based upon a Notice to Proceed to be issued in the third quarter of 2024.

All questions regarding this contract shall be submitted via email prior to 4:00 pm on Tuesday, July 9th, 2024 to Daniel Winkelman at DWinkelman@nassaucountyny.gov.

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. **At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Operating Engineers, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.**

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the **Permit Office** of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on Friday, June 21st, 2024 until 3:45 PM on Friday, July 19th, 2024 (closed from 12:00 Noon to 1:00 PM and on County Holidays). Copies of the Bid Contract Documents for use in bidding will be available for purchase at the Permit Office.**

Furthermore, a downloadable set of the technical specifications (NOT to be used for bidding) can be found on the County solicitation board at no charge for all registered users at: https://apex5.nassaucountyny.gov/ords/f?p=533:226. To access these documents, click on the "Vendor Portal" link. Once you are in the Vendor Portal, click on "Nassau County Procurement," and, under "Formal Solicitation," access and download the Request for Bid Contract documents.

In order to submit a bid, a non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, **will be required for each set of Bid Contract Documents purchased from the Permit Office**. Prospective bidders requesting Contract Documents **by mail** must remit an additional, non- refundable, fee of $30.00 per set to cover handling and first-class mailing.

ONLY BID CONTRACT DOCUMENTS PURCHASED FROM THE PERMIT OFFICE IN THIS MANNER WILL BE ACCEPTED/CONSIDERED.

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County. The Nassau County Bid Solicitation Boards are open to all registered vendors. Vendors that have not registered are able to view open solicitation opportunities, but they are not able to download solicitation documents or submit bids or proposals. In addition, any vendor submitting an offer for this solicitation should submit the required vendor disclosures in the Vendor Portal as well.

To complete the registration process, please click on the New Vendor registration link: https://apex5.nassaucountyny.gov/ords/f?p=CEVM:VREG

SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the enumerated work, if applicable) that the Bidder intends to use to perform work on the contract. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, FAILURE TO PROVIDE THE REQUIRED SUBCONTRACTOR INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON- RESPONSIVE".

Please be advised that the DBE goal for the subject County Federal Aid Project was set at 10%. The Project also has a 5.8% EEO Minority participation goal along with a 6.9% EEO Female participation goal.

MWBE UTILIZATION PLAN – In accordance with Title 53, Nassau County Local Law No.14-2002, all Vendors shall submit a MWBE Utilization Plan with their Proposal.

Project has federal funding. Federal reporting and NYSDOT record keeping requirements are included as part of the contract documents.

Dated at Mineola, LI
June 19th, 2024

By Order of County Executive, Bruce A. Blakeman
By Michael C. Pulitzer, Clerk of the Legislature

All Contractors - Please Note:

This Nassau County construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting Nassau County clause/procedures. In addition, this project will be constructed in conformance with the lateest New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with Nassau County bidding requirements contained within, the NYSDOT specifications will apply.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contractor is advised that this construction contract is funded with Federal Highway Administration (FHWA) funds and, as such, is subject to United States Department of Transportation (USDOT) rules and regulations implementing the USDOT Disadvantaged Business Enterprise (DBE) program mandated by Federal Law. **The DBE goal for this construction contract is TEN percent (10%).**

Accordingly, the Contractor will be responsible for completing **all** mandated DBE forms as described in New York State Department of Transportation's manual ***Procedures for Local Projects Manual, Chapters 13, 14, and 15.*** These chapters and related forms can be downloaded from the following NYSDOT webpage:

https://www.dot.ny.gov/plafap?nd=nysdot

The lowest responsible bidder, once approved by Nassau County Department of Public Works, will be required to submit DBE Forms **AAP-19LL - DBE SCHEDULE OF UTILIZATION,** ***AAP 20LL - DBE UTILIZATION WORKSHEET,*** and ***CONR 89LL – APPROVAL TO SUBCONTRACT,*** **prior** to contract award; printed directly from EBO once the Template is uploaded on to EBO and the Lowest bidder has performed pre-award approvals, etc.

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS

The Contractor is also advised that this FHWA funded contract will be subject to the requirements of **Title 29 CFR**. Specifically, all requirements of **29 CFR Part 1910** and **Part 1926** will be enforced on this County contract. The New York State Public Employee Safety & Health Bureau (**PESH**) of the New York State Department of Labor has adopted all of the standards of **Title 29 CFR**. Construction Program employees are public employees, and are therefore covered by **PESH** primarily under **29 CFR 1910**.

The Contractor will perform all necessary planning, supervision, and training activities to ensure that all of the requirements of **29 CFR 1926** are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the County, prior to the start of work, satisfactory evidence that all current requirements of **29 CFR 1926** will be adequately addressed. As a minimum, the Contractor shall provide a written **Project Safety and Health Plan** which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins and periodically throughout the project, the Contractor's project supervision staff shall meet with the County to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the contract site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum, this plan shall include the following items:

- Identification of project and company safety officers.
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.
- **List of Hospital(s) in close proximity to job location(s), depending on the number of locations.**
- **Direction(s) to each hospital from each job location.**

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County. Bids shall be based upon a Notice to Proceed (NTP) to be issued in the 3rd quarter of 2024. Your bid shall be based upon projected wage rates and material costs for the work from NTP to completion.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective

bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). **Bid Security shall also be presented with the BID and shall be OF THE BID BOND FORM PROVIDED and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then MUST BE attached to the OUTSIDE OF THE ENVELOPE CONTAINING THE BID.**

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies,

(Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have **NOT** been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable)that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Kenneth G. Arnold, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent via e-mail to all bidders who have purchased a bid package, and will be posted to the County's

Solicitation Board for viewing by all Vendors registered on the County's Vendor Portal not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document. If there are any changes to be made to the contract - item quantity **changes,** etc. - after NYSDOT Contract Documents approval - any addenda must be submitted to the NYSDOT Design Department for review and approval **prior to letting the project.**

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in an amount equal to not less than 10% of the amount bid, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in an amount of not less than 10% of the amount bid. BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN.** The American Institute of Architects or similar substitute forms **OR FORMS IDENTICAL TO THAT PROVIDED HEREIN** will **NOT** be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.**

2. **If after opening the BID, the Bid Security is found to be less than the required 10%, the BID will at that point be determined to be non-responsive and the BID will be rejected.**

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors.

Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller.
http://www.osc.state.ny.us/vendrep/.

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

   a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

   b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

   c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

   d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

   e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage

and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves

the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

1. The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

2. After the Sponsor (Nassau County Department of Public Works) lets the project, a contract award package is compiled as per Chapter 14 of the Local Project Manual (LPM) and submitted to NYSDOT Construction for review and their concurrence. Once the contract award package is found to be in order, the Sponsor (NCDPW) will receive from the NYSDOT Construction a "Notice to Proceed" letter in the form of an e-mail, and the project is officially awarded. **Then the Sponsor should schedule a pre-construction meeting with the NYSDOT Local Project Construction Monitors, utility companies (if applicable), and the Consultant inspection staff.**

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
$0 - $5000	$0
$5001 - $50,000	$160
$50,001 - $100,000	$266
Over $100,000	$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land

disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices. Instructional materials may be provided during the brief instructional session.

R. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a

2. GENERAL MUNICIPAL LAW, Section 103-d

3. LABOR LAW, Article 8 and Article 10

4. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS

4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3

5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.

7. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

8. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

9. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

10. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

S. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are

exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. Within 30 days after the Department has granted preliminary approval of proposed subcontractor(s), contractor shall provide all required vendor integrity and disclosure documents for preliminarily approved subcontractor(s). A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

   a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

   b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

   c. Not have an unsatisfactory record of performance.

   d. Not have an unsatisfactory record of integrity and business ethics.

   e. Be otherwise qualified and eligible to receive an award

under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

U. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.

X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

All bidders are required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which requires bidders to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53. The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

Y. PARTICIPATION BY SERVICE_DISABLED VETERANS IN COUNTY CONTRACTS

The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.

Z. DISADVANTAGE BUSINESS ENTERPRISE (DBE) UTILIZATION

DBE should follow the Section 13.8 of the LPM procedures.

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.
2. Definitions.
3. Requirements and Exceptions.
4. Enforcement.
5. Severability.
6. Applicability

1. **Legislative intent and purpose.** The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. **Definitions.** As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved

by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least on apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.

D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the

contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying the signatory status.

E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person,

individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

NO TEXT ON THIS PAGE

BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned SAFETY MARKING LLC

as Principal; and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

TEN PERCENT OF ATTACHED BID dollars ($ (*10%*)) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2ND day of JULY, 2024

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. H62153-15G for the
NASSAU COUNTY PAVEMENT MARKINGS PHASE 15
NYSDOT PIN 0761.69

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

NO TEXT ON THIS PAGE

and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
MARK KELLY - CEO
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer
BENJAMIN SHAW - ATTORNEY-IN-FACT

~~XXXXXX~~ WITNESS _____ (L.S.) (Corporate seal of Surety)
Title of Officer

Nassau County Pavement Markings Phase 15
Nassau County Department of Public Works
NYSDOT PIN 0761.69 / H62153-15G

6/18

NO TEXT ON THIS PAGE

BID BOND

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)

ss.: Bridgeport)
COUNTY OF FAIRFIELD)

On this 18th day of JULY , 2024 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Ashley Hobberlin
Notary Public

ASHLEY ANN HOBBERLIN
Notary Public, Connecticut
My Commission Expires 11/30/2028

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

BID BOND

(Acknowledgment by Surety Company)

STATE OF MAINE)

ss.:)
COUNTY OF ANDROSCOGGIN)

On this 2ND day of JULY , 2024 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in FALMOUTH, ME

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said thatshe is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

Emily Fitz
Notary Public

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

NO TEXT ON THIS PAGE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2ND** day of **JULY**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

NO TEXT ON THIS PAGE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,104,395,801	LOSSES	$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	$ 3,429,701,342
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,318,234,716
TOTAL ASSETS	$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	$ 5,747,936,058

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

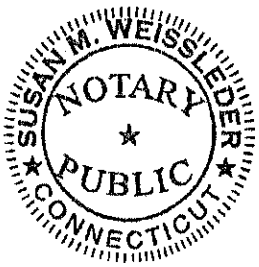
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody
VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By [redacted]

Rawle Lewis
Special Deputy Superintendent

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS
PHASE 15
P.I.N. 0761.69
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO.: H62153-15G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 255 HANCOCK AVENUE BRIDGEPORT, CT 06605

Telephone: (203) 333-6870 Date: JULY 22, 2024

Fax Tel: (203) 330-2743 E-MAIL: cthomas@safetymarking.net
mkelly@safetymarking.net

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: CONNECTICUT

Name of President: MARK KELLY

President's Domicile: [redacted]

Name of Vice President: NONE

Vice President's Domicile: N/A

Corporate Officer: STEVEN TREGLIA Title: CFO

Corporate Officer's Domicile: [redacted]

Corporate Officer: MARK KELLY Title: CEO

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm, or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for the allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the Bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the Bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or lass than estimated.

III. Lump Sum Contracts

Bids on Lump Sum contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,00 attach here verification letter regarding your firm's having an approved State of New York Apprentices Training Program.

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

Fund Administrator
ANNALISA C. DEFALCO, ESQ.

Training Director
STEVEN M. AURIGEMA

BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
DONNA DEFEDE
PHILIP BEYER
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

July 19, 2024

Owner	:	NCDPW
Contract/Bid No.	:	H62153-15G
Contractor	:	Safety Marking
Description	:	Nassau County Pavement Marking Improvements

TO WHOM IT MAY CONCERN ;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Safety Marking of NY, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2022 to May 31, 2026.

Any additional questions should be directed to my attention.

Joe Ventura



Joint Apprenticeship Training Fund

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr.
President

JOHN J. DUFFY
Vice President

ANTHONY MALIZIA
Recording Corresponding Secretary

DENNIS S. ADRIAN
Financial Secretary

July 22, 2024

Nassau County Department of Public Works

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Safety Marking LLC

Project: Nassau County Pavement Marking Improvements
Contract Number: H62123-15G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Safety Marking LLC,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Jessica Masterton

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Optg. Engineer (Heavy Equipment)**

IN THE EMPLOY OF: **Int'l Union Operating Engineers LU #138 ETC LI**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Optg. Engineer (Heavy Equipment)**

GIVEN AT ALBANY, NEW YORK, ON: **Thursday, March 14, 2024**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, *Governor*

DISADVANTAGED, MINORITY, AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

The New York State Department of Transportation has established the following Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §102-12 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

For Clarification of Utilization Requirements refer to New York State Specification §102-12

DBE Utilization Goal – **10.0 percent**
MBE Utilization Goal – **0.0 percent**
WBE Utilization Goal – **0.0 percent**

EEO Participation Goals for Minority – **5.8%**
EEO Participation Goals for Women – **6.9%**

Directories and/or information related to the current certification status of Disadvantaged, Minority, and Women's Business Enterprises can be obtained via the links below:

For DBE: https://nysucp.newnycontracts.com/
For MBE and WBE: https://ny.newnycontracts.com/?TN

Disadvantaged/Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a DBE/MBE/WBE Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged/Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE/MBE/WBE Officer

KELLY LAVOIE, HR MANAGER / EEO OFFICER
(Name, Title)

Telephone Number (203) 814 - 3410

RETURN THIS PAGE WITH BID

Nassau County Pavement Markings Phase 15
Nassau County Department of Public Works
NYSDOT PIN 0761.69 / H62153-15G

NO TEXT ON THIS PAGE

Pavement Markings Phase 15
PIN 0761.69
Contract # H62153-15G

NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

Bidder

Officer: MARK KELLY, CEO OF SAFETY MARKING LLC
(Name, Title)

Telephone Number: (203) 333 - 6870

RETURN THIS PAGE WITH BID

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

Nassau County DPW

Contract No. H62153-15G-PIN 0761.69

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
619.01	1 LS	Basic Work Zone Traffic Control FOR: TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$200,000	00	$200,000	00
619.24	1 LS	Nighttime Operations (Entire Project) FOR: ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$150,000	00	$150,000	00
635.0103	346,150 LF	Cleaning And Preparation Of Pavement Surfaces - Lines FOR: ZERO DOLLARS AND FIVE CENTS Dollars Cents	$0	05	$17,307	50
635.0203	495 EA	Cleaning And Preparation Of Pavement Surfaces - Letters FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$5	00	$2,475	00
635.0303	1,259 EA	Cleaning And Preparation Of Pavement Surfaces - Symbols FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$5	00	$6,295	00
685.07200110	892,310 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS Dollars Cents	$0	59	$526,462	00

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Nassau County DPW

Contract No. H62153-15G-PIN 0761.69

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
685.07200210	885 EA	White Epoxy Reflectorized Pavement Letters:20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO Dollars Cents CENTS	$155	00	$137,175	00
685.07200310	2,054 EA	White Epoxy Reflectorized Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO Dollars Cents CENTS	$155	00	$318,370	00
685.07200410	75,811 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ONE DOLLAR AND NINETEEN CENTS Dollars Cents	$1	19	$90,215	09
685.07200510	430,080 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: TWO DOLLARS AND EIGHTY FIVE CENTS Dollars Cents	$2	85	$1,225,728	00
685.07200610	825,230 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS Dollars Cents	$0	59	$486,885	70

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SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
685.07200710	72,760 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND NINETY CENTS Dollars Cents	$0	90	$65,484	00
685.07200810	10 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Small - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND Dollars Cents ZERO CENTS	$195	00	$1,950	00
685.07200910	12 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Large - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND ZERO Dollars Cents CENTS	$195	00	$2,340	00
699.040001	1 LS	Mobilization FOR: FIFTY SIX THOUSAND DOLLARS AND ZERO Dollars Cents CENTS	$56,000	00	$56,000	00

Nassau County DPW
73 of 717
Contract No. H62153-15G-PIN 0761.69

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TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

FOR THREE MILLION TWO HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED EIGHTY EIGHT DOLLARS
Dollars AND NINETEEN CENTS Cents

CONTRACTOR: SAFETY MARKING LLC

BY: MARK KELLY

TITLE: CEO

SIGNATURE:

DATE: JULY 22, 2024

Nassau County DPW
75 of 717
Contract No. H62153-15G-PIN 0761.69

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NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES _____✓_____ NO

E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

NONE

NO TEXT ON THIS PAGE

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: JULY 22, 2024

Signature: [signature]

Print Name: MARK KELLY

Title: CEO

Company Name: SAFETY MARKING LLC

Street Address: 255 HANCOCK AVENUE

City / State / Zip: BRIDGEPORT, CT 06605

Mailing Address: PO BOX 336186 BRIDGEPORT, CT 06605
(If different from Street Address)

Federal I.D. #: [redacted]

Telephone #: (203) 333-6870

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If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name	Legal Residence
MARK KELLY, CEO (President / Member / Partner)	[redacted]
(Vice President / Member / Partner)	
(Secretary / Member / Partner)	
STEVEN TRECALIA (Treasurer / Member / Partner)	[redacted]

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	SAFETY MARKING LLC
Address (street/city/state/zip code):	255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Authorized Representative (name/title):	MARK KELLY, CEO
Authorized Signature:	
Contract Number:	H62155 - 15G
Contract/Project Name:	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 15
Contract/Project Description:	THE INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS AT VARIOUS LOCATIONS IN NASSAU COUNTY

Part 2- Projected MBE/WBE/SDVOB Contract Summary: PLEASE SEE ATTACHED DBE COMMITMENT

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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Appendix 14-9
DBE COMMITMENT

AAP 141L
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date: 7/22/2024

Proposer Name Safety Marking LLC

Address: 255 Hancock Avenue Bridgeport, CT 06605

PIN 0761.69
Contract # H62153-15G
DBE Goal 10% **% as Stated in the Advertisement**

We hereby submit a DBE commitment of 10 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % [A]	Commitment [B]	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$8,120,000	$1,120,000
Apex Striping Inc Address:6500 New Venture Gear Drive East Syracuse, NY 13057	Material Supplier		60%	$547,781.37	$328,668.82
Address:					
Address:					
Address:					
Address:					
Address:					

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment: $328,668.82

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:

Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By: Safety Marking LLC

Enter Proposers Contact Information

Name: Mark Kelly

Title: CEO

Company Federal Tax ID XX-XXXXXXX [redacted]

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

Appendix 14-9
PROPOSED DBE COMMITMENT

Date Submitted: July 22, 2024
Sponsor Name: Nassau County Department of Public Works
Address: 1194 Prospect Avenue
Westbury, NY 11590

RE: H62153-15G – Nassau County Pavement Marking Improvements – Phase 15

Project Location: Various Locations in Nassau County
PIN: 0761-69
Contract: H62153-15G
DBE Goal: 10%

Dear Sir or Madame:

We hereby provide a commitment of 10% toward the DBE Goal for the above-referenced project.

Identified below is the certified DBE and commitment we have made for this project:

DBE Name	Work Category	Description of Work	DBE Credit%	Estimated Commitment	Commitment DBE Credit
Apex Striping, Inc.	Epoxy Paint	Supply	10%	$547,781.37	$328,668.82
				Total Commitment	$328,668.82

Within 5 Days of notification as apparent low bidder, we shall enter all the DBE commitments identified into the NYSDOT's civil rights reporting software, Equitable Business Opportunity Solution (EBO).

If the DBE commitment is below the established goal, a Good Faith Effort package will be provided to Nassau County Department of Public Works.

Respectfully Submitted,

Mark Kelly
CEO, Safety Marking LLC
FEIN: 06-1267005

59 Stilson Avenue
Richmond, RI 02898
401.539.1016

255 Hancock Avenue
Bridgeport, CT 06605
203.333.6870

84 Sylvester Street
Westbury, NY 11590
516.333.0489

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Apex Striping Inc.**
OWNER	Laura Hulsizer
ADDRESS	6500 NEW VENTURE GEAR DRIVE EAST SYRACUSE, NY 13057 [map]
PHONE	315-432-0714
FAX	315-432-0715
EMAIL	lhulsizer@apexstriping.com
COUNTY	Onondaga (NY)

Certification Information

CERTIFYING AGENCY	New York State Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Apex Striping Inc. specializes in reflectorized pavement markings primarily for highways, roadways, and bridges. This includes paint, epoxy, tape, raised markers along with pavement marking removal. Merchant wholesaler of pavement markings. Firm's primary market areas include the Mohawk Valley, Central NY, Genesee Valley, Finger Lakes Region, the Southern Tier and the North Country.

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Traffic lane painting
NAICS 423390	Other Construction Material Merchant Wholesalers
NYSDOT Construction 619	WORK ZONE TRAFFIC CONTROL

NYSDOT Construction 635	CLEANING AND PREPARATION OF PAVEMENT SURFACES FOR PERMANENT MARKERS
NYSDOT Construction 640	REFLECTORIZED PAVEMENT MARKING PAINT
NYSDOT Construction 646	DELINEATORS, REFERENCE MARKERS AND SNOWPLOWING MARKERS
NYSDOT Construction 649	AUDIBLE ROADWAY DELINEATORS
NYSDOT Construction 685	EPOXY REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 688	PREFORMED REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 708	PAINTS
NYSDOT Construction 727	PAVEMENT MARKING MATERIALS
NYSDOT Construction 730	SIGNS AND DELINEATORS

This profile was generated on 6/21/2024

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in, typed if possible. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51 YEARS

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 33 YEARS

   b. as a Subcontractor 51 YEARS

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

PLEASE SEE ATTACHMENT "ALL OPEN JOBS OVER $250,000"

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer

PLEASE SEE ATTACHMENT "COMPLETED JOBS"

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

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ITEM 3

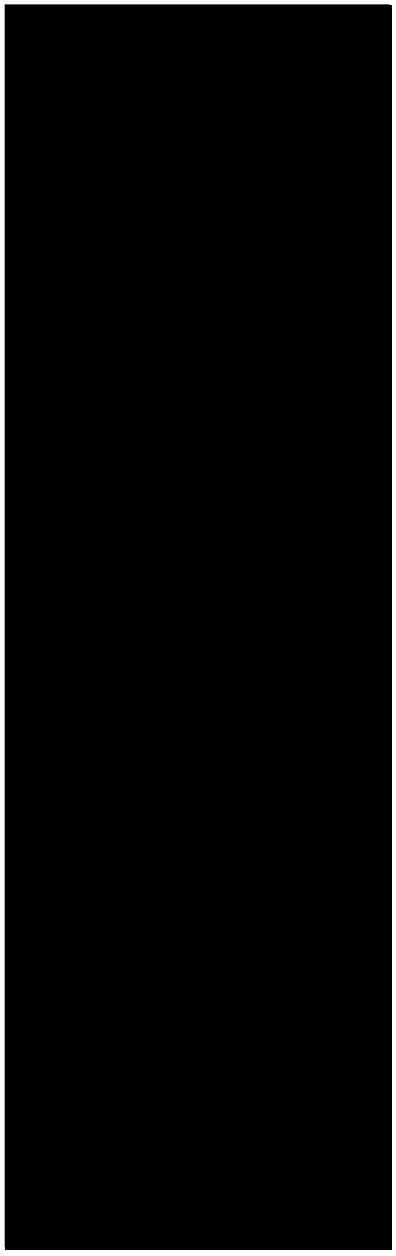
SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority	Contract Amount	% Complete	Start Date
D264859	NYS DEPT OF...	AL BURRICIELLO	(631) 761-6475	NYSDOT	[redacted]		
D265078	NEW YORK STATE DOT -...	AL BURRICIELLO	(631) 761-6475	NYSDOT			
2023CT041	RIDOT - 2024-2025 STATEWIDE...		(401) 639-0970	RIDOT			
MBTP496	EMPIRE ROAD MARKINGS CORP -...		347-275-0635	NYCDOT			
2023CT042	RI DEPT OF TRANSPORTATION...		401-639-0970	RIDOT			
279805	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
2023CT002	RIDOT-2023-2024 STATEWIDE...			RIDOT			
279806	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
253112	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
266605	CTDOT DISTRICT 4		203-591-3610	CTDOT			
268528	CTDOT DISTRICT 3 MAINTENANCE...		203-389-3035	CTDOT			
279253	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT			
MBTP513	EMPIRE ROAD...	ANTONIO FREIRE	347-275-0635	NYCDOT			
279807	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
232955	CTDOT DISTRICT 1 EPOXY IN...			CTDOT			
4600013JFK	JFK INTERNATIONAL...		347-343-1565	PANYNJ			
280348	CTDOT DISTRICT 3		203-389-3030	CTDOT			
172500	AMERICAN INDUSTRIES -...	Cale Carnot / Austin Cook	860-376-2537	CTDOT			
173540	TILCON CONNECTICUT - 2024...	Emily Trezza		CTDOT			
PR2304002	J.B. LANAGAN & CO INC -...						
0697JFK	JFK INTERNATIONAL...		(551) 338-3375	PANYNJ			
2022CH024	D'AMBRA...	Steve Grasso & Frank Gammino	401-952-3410	RIDOT			
36203	EMPIRE PAVING-DESIGN-BUILD...	Chris Goddard&Kelly Dessureau	203-627-3917	CTDOT			
D900055	EL SOL DEFOE JV-DESIGN-BUILD...	Kar Lwin & Francis Whaley	646-523-9875	NYSDOT			
T23424CP	TOWN OF HUNTINGTON -...		631-687-0192	TOWN OF HUNTINGTON			
2021DB015	SKANSKA LYNCH JV-DESIGN...	MAMBARRA SINYAN	401-569-2974	RIDOT			
79246	O & G INDUSTRIES - I-91 &...	Joe Sefcik & Rosaline		CTDOT			
56316	WATERS CONSTRUCTION CO -...	Mike Bottone & John Rothe	203-650-6545	CTDOT			
102295	YONKERS CONTRACTING-MEDIAN...	Liam Buckley & Fred Cardillo	917-299-6365	CTDOT			
254792	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
0697EWR	NEWARK LIBERTY...		(973)-583-4730	PANYNJ			
2021CH054	JH LYNCH & SONS-BOSTON NECK...	Mark Callaghan	401-640-7083	RIDOT			
2020CH065	JH LYNCH & SONS - PELL...	Colby Johnson and Steve Martin	401-573-3675	RIDOT			
D900053	TULLY CONSTRUCTION CO -...	BILL GROESBECK	347-573-0461	NYSDOT			
H61587PR9	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
280142	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
1720517	BLAST ALL, INC. -...	Dan Briggs & John Lambe	860-575-9968	CTDOT			
H61587PR10	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
d265125	TILCON NEW YORK - HIGHWAY...	Chris Cuccolo	845-608-6559	NYSDOT			
D264461	TULLY CONSTRUCTION...	Michael Salvador	917-662-6736	NYSDOT			
1703704	WATERS CONSTRUCTION COMPANY...	Ed Clark	203-767-9129	CTDOT			

ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

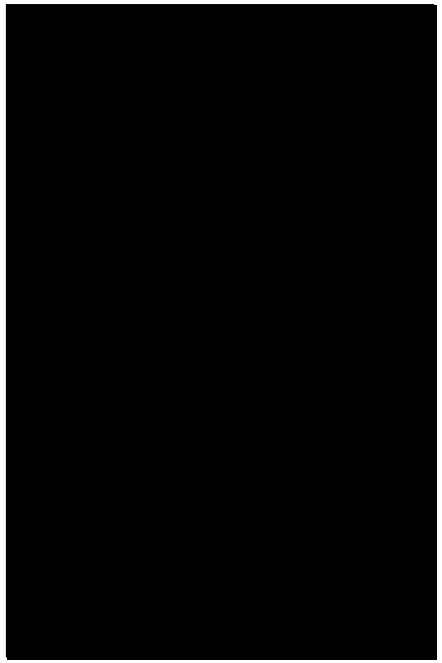
53201	TILCON CONNECTICUT - 2024...	Apostol & Greg	860-224-6066	CTDOT
TEB144064	TILCON NEW YORK - RUNWAY...	Victoria Santanello & James	201-538-7229	PORT AUTHORITY
D264972	TULLY CONSTRUCTION...	CONNOR KASNY	917-337-2474	NYSDOT
4600013EWR	NEWARK LIBERTY...	Anselmo, Frank	973-961-6020	PANYNJ
2023CH028	J.R. VINAGRO - PAVEMENT...			RIDOT
TANY2328	NEW YORK THRUWAY AUTHORITY -...		845-918-2587	NYSTA
2024CR008	J.H. LYNCH - 2024 PAVER...		401.333.4300	RIDOT
HBKBQEWO2	BOVE INDUSTRIES-WHEN & WHERE...	Manny Hernandez	551-529-0933	NYCDOT
102296	YONKERS CONTRACTING-ROUTE 15...	Tom Whelahan & Eliot Lora	914-369-1440	CTDOT
D264649	BEAVER CONCRETE...	Pranav Savaliya & Hardik Rao	203-558-2793	NYSDOT
42317	EMPIRE PAVING - RESURFACING,...	Matt M and Kelly Dessureau	203-654-5467	CTDOT
DCH202217B	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	845-486-2925	DUTCHESS COUNTY DPW
D900057	POSILLICO CIVIL INC - DB...	John Sottnik & Nick Iaboni	516-551-7879	NYSDOT
58340	AMERICAN INDUSTRIES-I-95 NB...	Cale Carnot	860-912-1387	CTDOT
D264857	H & L CONTRACTING-PRIORITY...	Daniel Leo	927-567-2292	NYSDOT
D264076	EL SOL CONTRACTING/ES II ENT...	Percy Mowdawalla & Chris	516-510-8998	NYSDOT
2023CH029	D'AMBRA CONSTRUCTION -...			RIDOT
92692	AMERICAN INDUSTRIES-2022...	Cale Carnot & Kevin Mobley	860-376-2537	CTDOT
2023CH024	D'AMBRA CONSTRUCTION -...	Glen Skurka & Frank Gammino	401-952-3410	RIDOT
D264584	PETER SCALAMANDRE - SAFETY &...	CHRIS LACAGNINA	516-868-3000	NYSDOT
D264937	GRACE INDUSTRIES INC - ROUTE...	GREG STOLTE	917-337-6089	NYSDOT
44156	MANAFORT BROS-I-95...	DAVID LEJEUNE	860-837-4306	CTDOT
FCC2209	FERREIRA...	Special billing- Elena handles		PANYNJ
H61587PR8	PRATT BROTHERS-PRIORITY...	Greg Couch		NCDPW
E265268	SAFETY MARKING, LLC -...		203-333-6870	NYSDOT
58307	EMPIRE PAVING - 1-95...	Kush Desai & Alex Vasel	203-996-6968	CTDOT
S230802502	J.R. VINAGRO - RUNWAY 16-34...	Joann Marseglia	401-369-6186	
D264507	ECCO III - BRIDGE...	George Tolli	914-490-4744	NYSDOT
T13219	2019 CITY OF MERIDEN STRIPING			
DCH202217A	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW
PR2201034	DIGREGORIO CORP - PROJECT...			
T12122	TOWN OF GREENWICH -...	Ellen Mytych		TOWN OF GREENWICH
4600013SWF	STEWART INTERNATIONAL...	Omar & Stephanie		PANYNJ
2019DB106	SKANSKA MANAFORT JV -...		617.939.5365	RIDOT
2023CR003	D'AMBRA CONSTRUCTION-2023...	Frank Gammino & Steve Grasso	401-952-3410	RIDOT
2023CH017	J.R. VINAGRO - TOWER HILL...	Danielle Albro Goetze	401.230.5317	RIDOT
79245	O & G INDUSTRIES, INC -...	Rosaline & Joe Sefcik	203-948-9010	CTDOT
102368	WATERS CONSTRUCTION - ROUTE...	Michael Bottone	203-615-1343	CTDOT
EWR154384	CRISDEL GROUP, INC -...	Jason McNab	905-561-7550	PANYNJ
1703705	WATERS CONSTRUCTION CO -...	Ed Clark	203-767-9129	CTDOT
25152	TILCON CONNECTICUT - 2024...	Emily Trezza & Ashely Vess	860-224-6078	CTDOT
CP1906036	SUBSTATION G-20	Eric Johnson	917-783-0048	MTA LIRR
D264563	H & L CONTRACTING-GRID DECK...	Frank Vazquez	631-813-2266	NYSDOT
LD031769	FERGUSON ELECTRIC-NEW...	ZACHARY VACCO	(959) 261-6733	CITY OF NEW ROCHELLE
H6158775G	H&L CONTRACTING LLC - NASSAU...		917-567-2292	NCDPW
2023CH011	JH Lynch - Pavement...	Web Larkin	401.363.0881	RIDOT



ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

279021	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT
4600013LGA	LA GUARDIA AIRPORT-PAVEMENT...	RAY	917-807-9380	PANYNJ
T15423CP	CITY OF WATERBURY - PAVEMENT...	Marianne and Jose		CITY OF WATERBURY
151312313	REHABILITATION OF BRIDGES...	Simona Visinski & Pat Cumiskey	203-709-0457	CTDOT
WCA19003	LINE STRIPING AND RUNWAY...	TOM RUMBARGER	914-995-8226	COUNTY OF WESTCHESTSER
282436	CTDOT DISTRICT 1 I-84 TAPE		860-258-4518	CTDOT
GWB244048	GEORGE WASHINGTON BRIDGE...	John Miozzi	848-235-6717	PANYNJ
2024CB012	BARLETTA/ Aetna -...	Kyle Ferreira	339-237-2933	RIDOT
2024CH017	J.H. LYNCH - PAVEMENT...		401-333-4300	RIDOT
0697LGA	LA GUARDIA AIRPORT-RUBBER...		917-939-2254	PANYNJ
RK93	DEFOE...	BRENDAN MCLAUGHLIN	914-447-0924	MTA TBTA
D900050	HALMAR INTERNATIONAL - VAN...	C. Rafferty/A Kristic	845-608-7372	NYSDOT
PR2306071	ARCO NATIONAL NEW ENGLAND -...			
GWB244042	REHABILITATION OF 178TH &...	Brian Cimler & Bhavesh Patel	201-253-8331	PANYNJ
D264953	ARGENIO BROS-PMI PAVING &...	AL BOCKEMUHL	845-629-7510	NYSDOT
D264422	ECCO III - REPLACEMENT OF...	Peter Ross & Pedro Bautista	732-618-1359	NYSDOT
D264410	PERFETTO CONTRACTING CO. INC...	KEVIN LYNCH	718-858-8600	NYSDOT
2021CH051	CARDI/Dambra-AIRPORT...	Chris Willet -D'AMBRA	(401) 932-4349	RIDOT
PR2305051	JETBLUE AIRWAYS - JET BLUE -...			
JFK174115G	TULLY CONSTRUCTION - WO#122...	Joe Dollard&Melissa Dambrogio	917-662-6736	NYSDOT
TANE2222B	J. D'ANNUNZIO &...	Tien Tran	848-250-3100	NEW YORK THRUWAY AUTHORITY
D264883	EE CRUZ CO INC - BRIDGE...	Chris Mezzanotte	929-659-1208	NYSDOT



ITEM 4

SAFETY MARKING LLC
COMPLETED JOBS

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority
TANY2231	NEW YORK STATE THRUWAY...	Jessica Mandy,Granderson Cross		NYSTA
D264592	NYSDOT-2022 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT
TANY2120	INSTALLATION OF PAVEMENT...			NYS THRUWAY AUTHORITY
4600012SWF	PAVEMENT MARKING REMOVAL &...			PANYNJ
H6215312G	PAVEMENT MARKING...			COUNTY OF NASSAU
D264349	2021 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT
DCH202013D	DUTCHESS COUNTY DPW -...			DUTCHESS COUNTY DPW
T28421	TOWN OF HUNTINGTON - TOWN...			TOWN OF HUNTINGTON
H6215311G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU
H6215310G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU
4600012TEB	PAVEMENT MARKING REMOVAL &...			PANYNJ
4600012EWR	PAVEMENT MARKING REMOVAL &...			PANYNJ
4600012JFK	PAVEMENT MARKING REMOVAL &...			PANYNJ
D264113	2020 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT
D263829	2019 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT
4600011EWR	REMOVAL OF RUBBER DEPOSITS...	ENRIQUE SANABRIA		PANYNJ
CP5037	FFY 16 SUFFOLK COUNTY...			SUFFOLK COUNTY DPW
DCH201703B	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	845.486-2925	DUTCHESS COUNTY DPW
DCH201703	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW
D263305	2017 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT
H62153A	PAVEMENT MARKING...			COUNTY OF NASSAU DPW
HWY201502	TOWNWIDE REQUIREMENTS...			TOWN OF HUNTINGTON
WCA14006	LINE STRIPING & RUNWAY...			WESTCHESTER COUNTY DPW
450006EWR	NEWARK AIRPORT- REMOVAL OF...			PANYNJ
18MNT2911	PLACEMENT & REMOVAL OF...			MTA TBTA
450006JFK	JFK AIRPORT- REMOVAL OF...			PANYNJ

[redacted]

b. ever been defaulted on a contract? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

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c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

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10. In what other lines of business are you financially interested?

NONE. SAFETY MARKING LLC HAS AN AFFILIATE, SAFETY MARKING OF NY LLC WHOSE SOLE PURPOSE IS TO EXCLUSIVELY SUPPLY UNION LABOR TO SAFETY MARKING LLC.

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
MARK KELLY	CEO	51	ALL PHASES OF LINE STRIPING & REMOVAL	ALL CAPACITIES
BRONSON KELLY	NEW YORK OPERATIONS MANAGER	4	ALL PHASES OF LINE STRIPING & REMOVAL	ALL CAPACITIES
RAY RYAN	LONG ISLAND DEPARTMENT HEAD	24	ALL PHASES OF LINE STRIPING & REMOVAL	ALL CAPACITIES

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
PLEASE SEE ATTACHED EQUIPMENT LIST			EQUIPMENT IS LOCATED IN SAFETY MARKING LLC SHOPS LOCATED IN: · BRIDGEPORT, CT · WESTBURY, NY · RICHMOND, RI

(use additional blank sheets if additional space is necessary)

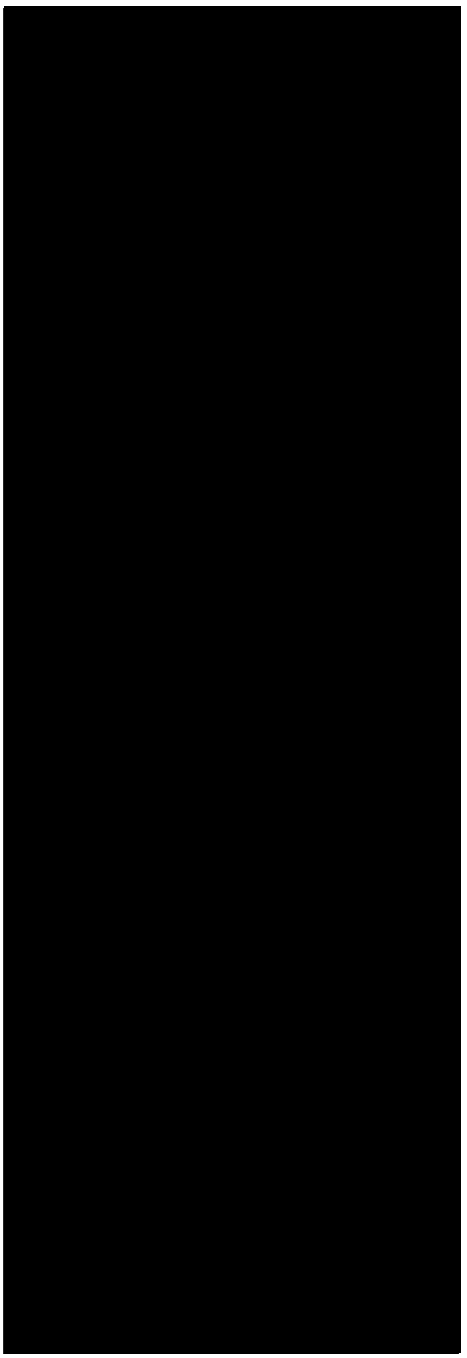
NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

AGREE

NO TEXT ON THIS PAGE

Equipment		Description	Year	Make	Model	Vin #	Marker#
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR		
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR		
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR		
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70		
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750		
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR		
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750		
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA		
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750		
BOX TRUCK							
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR		
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR		
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR		
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR		
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750		
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750		
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR		
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR		
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR		
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR		
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042		
BX-0024	V-24	BOX VAN	2013	ISUZU	NRR		
BX-0025	V-25	BOX VAN	2014	ISUZU	NRR		
BX-0026	AV-26	BOX TRUCK	2019	ISUZU	NRR		
BX-0027	V-27	BOX VAN	1999	ISUZU	NQR		
BX-0028	V-28	BOX VAN	1999	ISUZU	NQR		
BX-0029	V-29	BOX VAN	2002	ISUZU	NQR		
BX-0030	V-30	BOX VAN	2015	ISUZU	NRR		
BX-0031	V-31	BOX VAN	2023	ISUZU	NRR		
BX-0032	AV-32	AIRPORT BOX VAN	2024	FORD	F750		
BROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550		
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70		
SW-0003	S-3	CONVEYOR SWEEPER	2020	AUTOCAR	ACMD42		
SW-0004	S-4	ODRA SWEEPER	2023	CHEVROLET	5500HD		
CAR							
[redacted]							
DUMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA		
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2		
DT-0006	D-6	DUMP TRUCK		PETERBILT	340		

Equipment		Description	Year	Make	Model	Vin #	Marker#
EPOXY							
EP-0013	ED-13	EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR		
EP-0015	EB-15	EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR		
EP-0016	E-16	EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320		
EP-0017	E-17	EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320		
EP-0018	E-18	EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320		
EP-0019	E-19	EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320		
EP-0020	ED-20	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0021	ED-21	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0022	ED-22	EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR		
EP-0023	E-23	EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520		
EP-0024	E-24	EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520		
EP-0025	ED-25	EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR		
EP-0026	E-26	EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520		
EP-0027	E-27	EPOXY PAINT TRUCK 600 GAL	2020	PETERBILT	520		
EP-0028	ED-28	EPOXY DETAIL W/Y SPRAY TR	2020	ISUZU	FTR		
EP-0029	E-29	EPOXY PAINT TRUCK 600 GAL	2021	PETERBILT	520		
FLATBED							
FL-0063	CT-63	CONE TRUCK	2005	FORD	F-450		
FL-0064	CT-64	CONE TRUCK	2015	ISUZU	NRR		
FL-0065	CT-65	CONE TRUCK	2015	ISUZU	NRR		
FL-0066	CT-66	CONE TRUCK	2001	ISUZU	FRR		
FL-0067	CT-67	CONE TRUCK	2000	ISUZU	FRR		
FL-0069	CT-69	CONE TRUCK	2003	ISUZU	FRR		
FL-0070	CT-70	CONE TRUCK	2020	ISUZU	NRR		
FL-0071	CT-71	CONE TRUCK	2020	ISUZU	NRR		
FL-0072	CT-72	CONE TRUCK	2020	ISUZU	NRR		
FL-0073	CT-73	CONE TRUCK	2020	ISUZU	NRR		
FL-0074	CT-74	CONE TRUCK	2023	ISUZU	NRR		
DETAIL GLUE							
GL-0004	D-4	DETAIL GLUE TRUCK	2004	INTERNATIO	4000		
GRINDING							
GR-0008	G-8	GRINDING TRUCK	2006	ISUZU	FXR		
GR-0009	SAW-9	GROOVING TRUCK	2006	ISUZU	FXR		
GR-0010	G-10	GRINDING TRUCK	2009	ISUZU	FVR		
GR-0011	G-11	GRINDING TRUCK	2008	ISUZU	FTR		
GR-0012	G-12	GRINDING TRUCK	2009	ISUZU	T7F042		
GR-0014	G-14	GRINDING TRUCK	2006	CHEVY	T7F042		
GR-0015	SAW-15	GROOVING TRUCK	2015	PETERBILT	320		
GR-0016	G-16	GRINDING TRUCK	2017	PETERBILT	220		
GR-0017	G-17	GRINDING TRUCK	2018	PETERBILT	220		
GR-0018	G-18	GRINDING TRUCK	2020	PETERBILT	520		
GR-0019	RS-19	RUMBLE STRIP TRUCK	2019	MACK	GRANITE		
GR-0021	SAW-21	GROOVING TRUCK	2023	PETERBILT	M520		
GR-0022	SAW-22	GROOVING TRUCK	2024	PETERBILT	520		



Equipment		Description	Year	Make	Model	Vin #	Marker#
PICKUP							
PI-0005	P-5	S-10 PICKUP	2002	CHEVROLET	S-10 PICKU	[redacted]	
PI-0007	P-7	PICK-UP	2003	CHEV	SILVERADO		
PI-0008	P-8	F250 PICKUP	2004	FORD	F250 2WD		
PI-0009	P-9	F250 PICKUP	2005	FORD	F250		
PI-0010	P-10	PICK-UP	2000	FORD	SWR SUPE		
PI-0011	P-11	PICK-UP	2006	FORD	F-250		
PI-0012	P-12	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0013	P-13	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0014	P-14	PICKUP	2000	CHEVROLET	C2500		
PI-0015	P-15	F-350 PICKUP	2008	FORD	F-350		
PI-0016	P-16	CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO		
PI-0017	P-17	1500 SILVERADO	2017	CHEVY	1500 SILVE		
PI-0018	P-18	REFLECTOMETER TRUCK	2017	CHEVY	SILVERADO		
PI-0019	P-19	1500 SILVERADO	2014	CHEVY	1500 SILVE		
PI-0020	P-20	1500 SILVERADO	2018	CHEVY	SILVERADO		
PI-0021	GPS-1	F-250 GPS LAYOUT TRUCK	2019	FORD	F-250		
PI-0022	P-22	REFLECTOMETER TRUCK	2019	CHEVY	SILVERADO		
PI-0023	P-23	F-350 MESSAGE BOARD	2021	FORD	F-350		
PI-0024	P-24	FORD F-350	2020	FORD	F-350		
PI-0025	GPS-2	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
PI-0026	GPS-3	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
ST-0001	ST-1	2500 CHEVY SILVERADO	2016	CHEVY	2500 SILVE		
PAINT							
PT-0019	PT-19	PAINT TRUCK 120 GAL	2006	ISUZU	FXR		
PT-0020	PT-20	AIRPORT PAINT TRUCK	2007	GMC	T850		
PT-0021	PT-21	PAINT TRUCK 120 GAL.	2008	ISUZU	FVR		
PT-0022	PT-22	PAINT TRUCK 120 GAL	2009	ISUZU	FVR		
PT-0023	PT-23	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0024	PT-24	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0026	PT-26	AIRPORT PAINT TRUCK 700G	2014	PETERBILT	320		
PT-0027	PT-27	PAINT TRUCK 240 GAL	2016	PETERBILT	220		
PT-0028	PT-28	PAINT TRUCK 700 GAL	2017	PETERBILT	320		
PT-0029	PT-29	PAINT TRUCK 60 GAL	2017	ISUZU	NRR		
PT-0030	PT-30	PAINT TRUCK 120 GALLON	2018	ISUZU	FTR		
PT-0031	PT-31	PAINT TRUCK 700 GAL	2019	PETERBILT	520		
PT-0033	PT-33	AIRPORT PAINT TRUCK 700	2021	PETERBILT	520		
PT-0034	PT-34	PAINT TRUCK 240 GAL	2022	PETERBILT	220		
RACK							
RA-0040	R-40	RACK BODY	1999	ISUZU	NQR 07/		
RA-0043	R-43	RACK BODY	2001	ISUZU	NQR 01/01		
RA-0046	R-46	RACK BODY	2003	ISUZU	NQR		
RA-0047	R-47	RACK BODY	2003	ISUZU	NQR		
RA-0048	R-48	RACK BODY	2005	ISUZU	NQR		
RA-0049	R-49	RACK BODY	2006	ISUZU	NQR		
RA-0050	R-50	RACK BODY	2007	ISUZU	FVR		
RA-0051	R-51	RACK BODY	2008	ISUZU	NQR		
RA-0052	R-52	RACK BODY	2011	ISUZU	NQR		
RA-0054	R-54	RACK BODY	2023	ISUZU	NRR		
RAMP							
RT-0002	RT-2	RAMP TRUCK	1998	ISUZU	NPR		
RT-0003	RT-3	RAMP TRUCK	2004	ISUZU	FRR		
THERMO							
TH-0002	TP-2	THERMO PAINT TRUCK	2004	STERLING	ACTERRA		
TH-0004	TP-4	THERMO PAINT TRUCK	2016	INTERNATIO	4300		

Equipment		Description	Year	Make	Model	Vin #	Marker#
RACK BODY HYDRO-BLAST							
WT-0004	WB-4	HYDROBLAST TRUCK	2016	PETERBILT	320	[redacted]	
WT-0005	WB-5	HYDROBLAST TRUCK	2018	PETERBILT	M520		
WT-0006	WB-6	HYDROBLAST TRUCK	2019	PETERBILT	M520		
WT-0007	WB-7	HYDROBLAST TRUCK	2019	PETERBILT	520		
WT-0008	WB-8	HYDROBLAST TUSK TRUCK	2022	PETERBILT	520		

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NONE

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

RAY RYAN, LONG ISLAND DEPARTMENT HEAD AND BRONSON KELLY, NEW YORK OPERATIONS MANAGER HAVE DRIVEN ALL LOCATIONS SEVERAL TIMES. OUR CREWS HAVE STRIPED AND REMOVED PAVEMENT MARKINGS SEVERAL TIMES UNDER NYSDOT AND NASSAU COUNTY DPW CONTRACTS. PLEASE REFER TO THE LIST OF CONTRACTS AND EXPERIENCE FOR SPECIFIC CONTRACT NUMBERS.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- REMOVE EXISTING PAVEMENT MARKINGS -- EACH INTERSECTION
- LAYOUT EACH INTERSECTION FOR NEW EPOXY PAVEMENT MARKINGS
- INSTALL EPOXY PAVEMENT MARKINGS

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

- BRONSON KELLY, NEW YORK OPERATIONS MANAGER
- RAY RYAN, LONG ISLAND DEPARTMENT HEAD

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

PLEASE SEE ATTACHED

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. Risk Strategies - TriPoint 21c Arts Center Ct Avon, CT 06001	**CONTACT NAME:** Amanda Harding **PHONE (A/C, No, Ext):** 959-230-1007 x4676 **FAX (A/C, No):** **E-MAIL ADDRESS:** aharding@risk-strategies.com
INSURED Safety Marking, LLC. 255 Hancock Avenue Bridgeport CT 06605	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Zurich American Insurance Company — 16535 INSURER B : Endurance Assurance Corporation — 11551 INSURER C : American Zurich Insurance Company — 40142 INSURER D : SiriusPoint Specialty Insurance Corp — 16820 INSURER E : Westchester Surplus Lines Insurance Co — 10172 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 80914767 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☑ LOC ☐ OTHER:	✓	✓	[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	[redacted]	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	☐ UMBRELLA LIAB ☑ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	[redacted]	7/1/2024	7/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess Liability (2nd Layer)	✓	✓	[redacted]	7/1/2024	7/1/2025	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2024	7/1/2025	$5,000,000 occ/$5,000,000 agg	

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER

NY – H62153-15G – For Bidding Purposes Only

Nassau County
240 Old Country Rd
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda Harding

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AGENCY CUSTOMER ID: 6053

ACORD®

NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY) 7/12/2024

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)	
RSC Insurance Brokerage, Inc.		Safety Marking, LLC.	
POLICY NUMBER [redacted]	EFFECTIVE DATE 7/1/2024	CARRIER Zurich American Insurance Company	NAIC CODE 16535

ADDENDUM INFORMATION CERTIFICATE NUMBER: REVISION NUMBER:

A. Insurer

- [x] Admitted / authorized
- [ ] Excess line or free trade zone

B. General Liability (GL) policy form

- [x] ISO / ISO modified
- [ ] Other

C. Specific operations excluded or restricted (GL policy)

- [x] Location: Limited Operations Coverage - Work Excluded under a Consolidated (Wrap-up) Insurance Program
- [ ] Type of construction:
- [ ] Building height:
- [ ] Classifications [see attached declarations / endorsement]
- [ ] Designated work [see attached endorsement]

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D. Additional insured endorsement (GL policy)

- [ ] CG 20 10 [ ] CG 20 26 [x] CG 20 32 [ ] CG 20 33 [ ] CG 20 37 [ ] CG 20 38
- [x] Other: #: UGL2162A Title:

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- [x] Yes [ ] No and [ ] no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- [ ] Yes [x] No and [ ] no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- [ ] Yes and [ ] no other option is available with this insurer [x] No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- [ ] Yes and [ ] no other option is available with this insurer [x] No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- [ ] Yes and [ ] no other option is available with this insurer [x] No changes made

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J. **Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)**

☐ Yes and ☐ no other option is available with this insurer ☑ No changes made

K. **Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)**

☐ Yes and ☐ no other option is available with this insurer ☑ No changes made

L. **Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted**

☐ Yes and ☐ no other option is available with this insurer ☑ No changes made

M. **Excess / umbrella policy is primary and non-contributory for additional insureds**

☐ Yes, by specific policy provision ☑ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer

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Amanda Harding

AUTHORIZED REPRESENTATIVE SIGNATURE

7/12/2024

DATE (MM/DD/YYYY)

AGENCY CUSTOMER ID: 6053

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking, LLC. 255 Hancock Avenue Bridgeport CT 06605
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Nassau County

ADDRESS: 240 Old Country Rd Mineola NY 11501

NY - H62153-15G - For Bidding Purposes Only

County of Nassau and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Waiver of subrogation applies per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance

The general liability does not contain any third party action over exclusion.

Special Protective and Highway Liability at $3,000,000 per occurrence / $3,000,000 aggregate will be bound when project begins.

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ADDENDUM

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking, LLC. 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 240 Old Country Rd Mineola NY 11501	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2024 to 07/01/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robert G. Phelan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert Phelan 7/12/2024
(Signature) (Date)

Title: President & CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-482-6566

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

For Bidding Purposes Only

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
240 Old Country Rd
Mineola NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

07-01-2024 to 06-30-2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 7/12/2024 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

For Bidding Purposes Only

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 10/01 edition),

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such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

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(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

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This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

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Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

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F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

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Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

   We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

   (a) Are the property of an "insured"; and

   (b) Are in a covered "auto" at the time of "loss".

   The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

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   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

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S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

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A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

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If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

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SMC

Ray Ryan

Contact Information	**Safety Marking LLC** 255 Hancock Avenue Bridgeport, CT 06605 Office: (203) 333-6870 Cell: (203)895-1777 Email: rryan@safetymarking.net
Position	**Long Island Department Head**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects in CT, NY, and RI ranging in value from $10,000 to $8,000,000 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC • Working knowledge of all MUTCD, DOT, & FAA specs and regulations
Additional Training	• First Aid & CPR certified • 30 Hour OSHA Certified

SMC

Bronson Kelly

Contact Information

Safety Marking LLC
255 Hancock Avenue
Bridgeport, CT 06605
Office: (203) 333-6870
Cell: (203) 520-7158
Email: bkelly@safetymarking.net

Position **New York Operations Manager**

Experience

- MBA Sacred Heart University
- B.A Johns Hopkins University
- Managed various construction and maintenance projects ranging in value from $10,000 to $8 million
- Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations
- Experienced in layout of new and phase construction

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

MARK KELLY, CEO

JULY 22, 2024
Date

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF ~~NEW YORK~~ CONNECTICUT)
)ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the CEO of SAFETY MARKING LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 22nd day of JULY , 2024 .

Elena Vilarinho
Notary

(Form of Affidavit where Bidder is a firm)

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62153 - 15G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
SAFETY MARKING LLC 255 HANCOCK AVENUE BRIDGEPORT, CT 06605 Federal ID No.: [redacted]	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 15 VARIOUS LOCATIONS IN NASSAU COUNTY	7/23/24	$3,286,688.19

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [✓] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: CEO Date: 7/22/2024

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

SAFETY MARKING LLC
(Name of Business)

NO TEXT ON THIS PAGE

APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

7/22/2024 — MARK KELLY, CEO

Signature/Date — Print Name and Position

NO TEXT ON THIS PAGE

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potiential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract.or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MARK KELLY, CFO — 7/22/2024
Name and Title of Authorized Representative — m/d/yy

Signature — 7/22/2024
Date

SAFETY MARKING LLC
Name of Organization

255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NO TEXT ON THIS PAGE

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: SAFETY MARKING LLC

TELEPHONE NUMBER: (203) 333 - 6870

WORK SITE OR FACILITY NAME: VARIOUS LOCATIONS IN NASSAU COUNTY

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: NASSAU COUNTY

Signature 7/22/2024
Date

MARK KELLY, CEO
Print Name and Title of Signer

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
685072001l0	WHITE EPOXY STRIPES - 20 MILS	EPOPLEX & POTTERS
685072002l0	WHITE EPOXY LETTERS - 20 MILS	EPOPLEX & POTTERS
685072008l0	WHITE EPOXY SYMBOLS - 20 MILS	EPOPLEX & POTTERS
685072004l0	WHITE EPOXY CROSS HATCHING - 20 MIL	EPOPLEX & POTTERS
685072005l0	WHITE EPOXY SPECIAL MARKING - 20 MIL	EPOPLEX & POTTERS
685072006l0	YELLOW EPOXY STRIPES - 20 MILS	EPOPLEX & POTTERS
685072007l0	YELLOW EPOXY CROSS HATCHING - 20 MIL	EPOPLEX & POTTERS
685072008l0	WHITE EPOXY YIELD LINE SYMBOL - SM	EPOPLEX & POTTERS
685072009l0	WHITE EPOXY YIELD LINE SYMBOL - LG	EPOPLEX & POTTERS

· EPOPLEX
ONE PARK AVENUE
MAPLE SHADE, NJ 08052

· POTTERS INDUSTRIES
PO BOX 840
VALLEY FORGE, PA 19482

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PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: N/A

Municipal Licensing Agency: N/A

By: _____ Date: JULY 22, 2024

(Print): MARK KELLY Title: CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

STEVEN TREGLIA, CFO

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF ~~NEW YORK~~ CONNECTICUT)
) ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted] he is the CEO of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 22nd day of JULY 20 24.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

NO TEXT ON THIS PAGE

APPENDIX V

BRUCE A. BLAKEMAN
NASSAU COUNTY
EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: SAFETY MARKING LLC

Contract Title: NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 15

Contract Number: H62153-15G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

JULY 22, 2024
Date

MARK KELLY, CEO
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

N/A

NO TEXT ON THIS PAGE

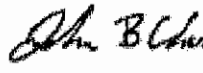
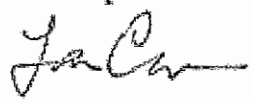
APPENDIX X

BRUCE BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of
procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H62153-15G

Project Description: Nassau County Pavement Marking Improvements - Phase 15

The prospective lower tier participant Apex Striping, Inc. (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to _____ [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 19th day of July, 2024.

By Laura A Hulsizer Signature of Authorized Official

Laura Hulsizer, President Name and Title of Authorized Official

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: SAFETY MARKING LLC

Bid/Proposal No.: H62153 - 15G

I, MARK KELLY, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on JULY 22, 2024 and that I understand it and will comply with this Code in my participation in procurements between SAFETY MARKING LLC (Vendor name) and Nassau County.

Executed this 22nd day of JULY, 2024.

By _____ Signature of Employee

MARK KELLY, CEO Name and Title of Employee

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Notice of Award

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

May 7, 2025

Mark Kelly, President
Safety Marking LLC.
255 Hancock Ave
Bridgeport, CT 06605

Dear Mr. Kelly:

As a result of bids received on July 23, 2024, for work to be done under:

CONTRACT NO: H62153-15G
TITLED: Pavement Marking Improvements-Phase 15-PIN 0761.69

You are hereby notified that you are awarded the contract by the County of Nassau, for $ 3,286,688.19, as per Nassau County Resolution Number **7-2025**, and the County Executive's subsequent approval of the contract. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds**: You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, **and two (2) original copies** of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2. **Signing and Execution of the Contract**: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Wednesday, May 21st, 2025**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Re: **NOTICE OF AWARD**
CONTRACT NO: H62153-15G
TITLED: Pavement Marking Improvements-Phase 15-PIN 0761.69

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to the Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Elizabeth Kobel, Administrative Officer II

AGREEMENT

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

NASSAU COUNTY PAVEMENT MARKINGS PHASE 15
PIN 0761.69
VARIOUS ROADWAYS
NASSAU COUNTY, NEW YORK

Contract No. H62153-15G

THIS AGREEMENT,

made and executed this _____ day of _____, 20 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

,

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

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ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean: the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and as contained in the books prepared by the Department of Public Works of Nassau County entitled "Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction, 2009" & "Traffic Signal Specifications & Standard Drawings"; as well as the latest NY State Standard Specifications, as per the most recent Letting Date, listed on the NYSDOT website. If there is a conflict between the contents of the books prepared by the Department of Public Works of Nassau County and the contents of the latest NYSDOT Standard Specifications based on the date of the advertisement for bids, the contents of the NYSDOT shall govern

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the latest NY State Standard Specifications, therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made

a part of this Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive. Notification will be made to NYSDOT Construction prior to the start of any added or extra work. Work shall conform to the latest NYSDOT Standard Specifications, based on the date of advertisement for bids, Sec 109-05. Refer to section 104 - Scope of Work for any changes, contingencies, extra work or deductions on the project - in the latest NY State Standard Specifications.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

Article VI. COUNTY'S RIGHT AND NOTICES

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract in good faith or,
10. that the Contractor is violating any of the provisions of this

Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article VII. Contractor's Duty

Upon receipt of the notice provided in Article VI, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article VIII. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article VI above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

   Once the contract award package is found to be in order by NYSDOT Construction, then the Sponsor will receive from NYSDOT Construction a 'Notice to Proceed' Letter, in the form of an email and the project is officially awarded. Once the Sponsor sets up the Pre-construction meeting, the Construction Management Plan(CMP) includes the actual completion date, since the Pre-construction Meeting date is now known.

ARTICLE IX. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County,

it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE X. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work. The NYSDOT Materials Inspection Manual (MURK Part 2-A), as well as the 'Materials Approved List' are two important references to utilize in order to determine if materials are acceptable on the contract. Also make sure the contractor submits applicable Materials Certifications, including 'Buy America' certifications for all steel items, if any, on the project.

ARTICLE XI. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.

C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.

D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVIII for schedule.

ARTICLE XII. TIME OF START AND COMPLETION

A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. However, before starting work, the Sponsor is required to set up a Pre-construction meeting, and the following should attend: Sponsor's representatives, the *Lowest* bid contractor, the NYSDOT Construction monitors for Local Projects, as well as utility representatives (if applicable). There are two submittals that are required at the meeting:

- The prime Contractor's Health & Safety Plan - to be reviewed and approved by the Sponsor before any contract work begins, and a copy to be filed with NYSDOT Construction indicating approval by the Sponsor of the Plan (utilizing Section 107-

05 of the NY State Standard Specifications);

- A copy of the Construction Management Plan should be provided to NYSDOT and one copy should be available for all three (3) signatures required, and then kept as part of the project *records*.

Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XIII. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works, approved or denied, and submitted to NYSDOT Construction for their concurrence at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement. Nassau County shall submit to NYSDOT Construction a copy of both letters, including the initial letter from the Contractor requesting an extension of time with specific reasons (such as weather, etc), as well as the letter from Nassau County acknowledging and approving the time request. The contractor's request for a time extension must be submitted to the County for a considerable period prior to the actual completion date - preferably at least one month.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence in this Contract, and that there will be on the part of the County considerable monetary damage in the event of any delay in the completion of the same. The sum of $1,500.00 per day is hereby agreed upon as the liquidated damages for each and every day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay. The party of the second part hereby agrees that the sum of $ * for each such day shall be deducted and retained out of monies which may become due hereunder. The County agrees that the date when such liquidated damages shall cease to accrue shall be the date of advise of completion as given by the Commissioner of Public Works, and waives the right of such liquidated damages as to the period covered by the final inspection and by notice to any parties interested. When work is stopped by order of the Commissioner of Public Works during the Winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

* LIQUIDATED DAMAGES, **$1,500.00** per day

ARTICLE XV. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract for all Municipalities, Municipal Sub-Divisions and FEE Owners of properties on which work is done.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract. In addition the bond forms are provided with the Contract Bid Documents and must be used, no other bond forms are acceptable. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. Attorneys in fact who sign contract bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

ARTICLE XVI. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XVII. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVIII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates and an updated Federal Davis Bacon Wage Rates for this Contract have been applied for and should be attached. The Contractor shall pay the higher of the New York State Schedule of Prevailing Hourly Wage Rates or the Federal Davis Bacon Wage Rates. If the updated rates have not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the higher of the New York State Schedule of Prevailing Wage Rates or the Federal Davis Bacon Wage Rates shall apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records

and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees,

Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a. Before any payment is made to the contractor, the Contractor must submit Materials

certifications as per the contract items specifications, to Nassau County, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP 21LL, Contractor Report of Contract Payments. These two forms must be printed from the EBO system and included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor/s representative, payment procedures may begin.

f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.

h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin,age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

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NEW YORK STATE
SCHEDULE OF PREVAILING HOURLY WAGE RATES

NO TEXT ON THIS PAGE

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 06/07/2024
PRC# 2024006851

Location Various
Project ID# H62153-15G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 06/07/2024
PRC# 2024006851

Location Various
Project ID# H62153-15G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

PW 101 (08/23)

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker — 06/01/2024

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Asbestos Worker Removal & Abatement Only*	$ 46.75

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos Worker Removal & Abatement Only	$ 12.65

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 12.65

4-12a - Removal Only

Boilermaker — 06/01/2024

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2023	01/01/2024
Boilermaker	$ 65.88	$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair $ Renovations	Wage Paid	Wage Paid
	+ $ 26.49	+ $26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	$ 20.12	$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 06/01/2024

JOB DESCRIPTION Broadband — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	06/30/2024
Field Tech Install/Repair	$ 50.87	$ 52.40

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter — 06/01/2024

JOB DESCRIPTION Carpenter — **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023
Piledriver	$ 59.16 + 9.79*
Dockbuilder	$ 59.16 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 45.34

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$25.60 + 5.30*	$31.20 + 5.30*	$39.58 + 5.30*	$47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: $ 31.83

8-1556 Db

Carpenter **06/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Carpet/Resilient
Floor Coverer $ 55.05 + 8.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 39.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$ 25.20 + 1.85*	$ 28.20 + 2.35*	$ 32.45 + 2.85*	$ 40.33 + 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.22	$ 16.22	$ 19.32	$ 20.32

8-2287

Carpenter **06/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2023

Marine Construction:

Marine Diver	$ 74.03 + 9.79*
Marine Tender	$ 53.57 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 45.34

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year	$ 25.60 + 5.30*
2nd year	31.20 + 5.30*
3rd year	39.58 + 5.30*
4th year	47.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:

All terms	$ 31.83

8-1456MC

Carpenter **06/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Building Millwright	$ 58.70 + 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Millwright $ 44.31

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$31.74 + 6.75*	$37.19 + 7.92*	$42.64 + 9.09*	$53.54 + 11.43*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$29.81	$32.34	$35.52	$39.94

8-740.1

Carpenter — 06/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Timberman	$ 54.05 + 10.26*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2023
	$ 44.55

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$23.42 + 5.55*	$28.53 + 5.55*	$36.18 + 5.55*	$43.84 + 5.55*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 31.54

8-1556 Tm

Carpenter **06/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2023
Core Drilling:	
Driller	$ 43.88 + 2.50*
Driller Helper	$ 34.47 + 2.50*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional $ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:	
Driller and Helper	$ 28.85

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter **06/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES

Per hour:	07/01/2023
Show Exhibit	$ 55.75 + 9.50**
Bldg. Carpenter*	$55.05 + 8.25**

* Not applicable in Putnam County
**This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour worked:	
Show Exhibit	$ 44.50
Bldg. Carpenter	39.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
$22.30	$27.88	$36.24	$44.60
+ 4.75*	+ 4.75*	+ 4.75*	+ 4.75*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 30.25

Wages per hour: Bldg. Carpenter
(1) year terms:

1st	2nd	3rd	4th
$20.20	$23.20	$27.45	$35.33
+ 1.85*	+ 2.30*	+ 2.80*	+ 3.80*

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$15.22	$16.27	$19.37	$20.37

8-EXHIB

Carpenter - Building / Heavy&Highway **06/01/2024**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	07/01/2024
Carpenter (Building)	$ 51.13	Additional $0.75/hr*
Carpenter (Heavy Highway)	51.13	

(*)To be allocated at a later date.

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:
Both Carpenter Categories $ 34.11

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following :

Per Hour:

	1st	2nd	3rd	4th	5th
07/01/2023	$ 25.16	$ 29.58	$ 31.78	$ 33.98	$ 38.41

Supplemental Benefits
Per Hour:

All Terms: $ 21.02

4-Reg.Council Nass/Suff

Carpenter - Heavy&Highway — 06/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES
Per hour:

	07/01/2023
Heavy & Highway Carpenter	$ 59.16 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway Carpenter	$ 45.34

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid : for 1st & 2nd yr Apprentices	See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$ 25.60 + 5.30*	$ 31.20 + 5.30*	$ 39.58 + 5.30*	$ 47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental Benefits:
Per Hour:

	All terms
	$ 31.83

8-NYC H/H

Electrician — 06/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023
Electrician Electrical Maintenance	$ 46.79

Traffic Signal	47.75

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	14% of Hourly Wage Paid + $22.73

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Term(s) at the following Percentage of Journeyman(s) Wage:

	07/01/2023
1st 6mns	40%
2nd 6mns	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:

1st 6mnns	5% + $4.83
2nd 6mns	10% + $5.64
2nd year	11% + $6.99
3rd year	12% + $9.21
4th year	13% + $13.02
5th year	14% + $16.56

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician **06/01/2024**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023
Tree Trimmer/Remover Line Clearance Specialist	$ 40.38
Groundman*	$24.22

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Tree Trimmer Line Clearance Specialist and Groundman	5% of Hourly Wage Paid + $19.29

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician — 06/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	04/27/2024
Electrician/Wireman Inside/Outside	$ 59.50	$ 61.75

SUPPLEMENTAL BENEFITS

Per Hour		
Electrician/Wireman (all categories)	17% of Hourly Wage Paid + $ 33.23	18% of Hourly Wage Paid + $ 34.36

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Terms at the following Percentage of Journeyman(s) Wage:

Indentured Before 4/25/2020:	
1st 6mnth	35%
2nd 6mnth	35%
2nd year	40%
3rd year	45%
4th year	60%
5th year	75%

Indentured After 4/25/2020 (6 month terms):

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	35%	37.5%	40%	42.5%	45%	50%	55%	65%	75%

Supplemental Benefits Per Hour:

	07/01/2023	04/27/2024
Indentured Before 04/25/2020:		
1st 6 Months	4% + $ 5.44	5% + $5.57
2nd 6 Months	9% + $ 6.90	10% + $6.90
3nd Year	10% + $7.94	11% + $8.14
4rd Year	11% + $ 9.31	12% + $9.57
5th Year	14% + $ 11.70	15% + $12.02
6th Year	15% + $ 18.46	16% + $19.04

Indentured After 04/25/2020 (6 month terms):

1st	4% + $ 5.44	5% + $ 5.57
2nd	9% + $ 6.70	10% + $ 6.90
3rd	10% + $7.95	11% + $ 8.17
4th	11% + $9.31	12% + $ 9.57
5th	11% + $9.33	12% + $ 9.60
6th	11% + $ 9.34	12% + $ 9.61
7th	14% + $ 11.72	15% + $ 12.06
8th	14% + $ 11.75	15% + $ 12.08
9th	15% + $ 18.46	16% + $ 19.04
10th	16% + $ 19.10	16% + $ 19.10

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician — 06/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Electrician	
Pump & Tank	$ 45.65

SUPPLEMENTAL BENEFITS

Per Hour:	
Electrician	
Pump & Tank	18% of *Wage paid + $24.85

*Wage Paid includes any and all Premiums

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 Year Terms at the Following:
Per Hour:

1st	2nd	3rd	4th
$17.85	$18.85	$19.85	$20.85

SUPPLEMENTAL BENEFITS
Per Hour:

1st	5% of *Wage paid + $6.71
2nd	8% of *Wage paid + $7.21
3rd	8% of *Wage paid + $7.81
4th	8% 0f *Wage paid + $7.81

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician — 06/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Telephone and Integrated Tele-Data System Electrician	$ 40.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrician	18% of Hourly Wage Paid + $ 22.36

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

Electrician Lineman — 06/01/2024

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:
Per Hour: 07/01/2023

Lineman/Splicer	$65.25
Material Man	56.77
Heavy Equip. Operator	52.20
Groundman	39.15
Flagman	29.36

For Natural Gasline Construction Per Hour:		06/04/2024
Journeyman U.G.Mech	55.68	$ 57.63

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

All Classifications	07/01/2023
	32.75% of Hourly Wage Paid + $15.04

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction Per Hour:	07/01/2023	06/04/2024
Journeyman U.G.Mech.	32.08	33.12

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:

	07/01/2023
All Terms	31.75% of Hourly Wage Paid + $ 15.04

4-1049 Line/Gas

Elevator Constructor — 06/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2023
Elevator Constructor	$ 77.49
Modernization & Service/Repair	$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 45.574
Modernization & Service/Repairs	44.412

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor	
1st Term	$ 0.00
2nd & 3rd Term	36.024
4th & 5th Term	36.943
6th & 7th Term	38.448
8th & 9th Term	39.953
Modernization & Service/Repair	
1st Term	$ 0.00
2nd & 3rd Term	35.694
4th & 5th Term	36.525
6th & 7th Term	37.948
8th & 9th Term	39.38

4-1

Glazier

06/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2023
Glazier & Glass Tinting and Window Film	$ 61.64
*Scaffolding	65.64
**Repair & Maintenance	30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $184,000.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2023
Glazier & Glass Tinting and Window Film	$ 40.20
Repair & Maintenance	23.19

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	7/01/2023
1st term	$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97
Supplemental Benefits: (Per hour)	
1st term	$ 18.25
2nd term	25.97

3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 06/01/2024

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Insulators Heat & Frost	$ 70.51

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 35.76

OVERTIME PAY
See (B, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
1 year terms.
Wages Per Hour:

1st	2nd	3rd	4th
$ 28.20	$ 35.26	$ 42.31	$ 49.36

Supplemental Benefits:

$ 14.30	$ 17.88	$ 21.46	$ 25.03

4-12

Ironworker — 06/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023	01/01/2024 Additional
Stone Derrickmen Rigger	$ 72.90	+ $ 1.64
Stone Handset Derrickman	70.47	+ $ 1.11

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger	$ 43.10
Stone Handset Derrickman	42.84

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2023	$ 35.90	$ 51.53	$ 57.32	$ 63.11

Supplemental Benefits:
Per hour:

07/01/2023	22.11	32.58	32.58	32.58

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2023	34.56	49.75	55.33	60.90

Supplemental Benefits:
Per hour:

07/01/2023	22.10	32.46	32.46	32.46

9-197D/R

Ironworker — 06/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Ornamental	$ 46.90
Chain Link Fence	46.90
Guide Rail	46.90

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 63.04

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices Hired after 9/1/18:
1 year terms

	07/01/2023
1st Term	$ 21.13
2nd Term	24.77
3rd Term	28.40
4th Term	32.06

Supplemental Benefits per hour:

1st Term	$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

Ironworker — 06/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

07/01/2023	01/01/2024	07/01/2024

Ironworker:			Additional
Structural Bridges Machinery	$ 57.20	$ 57.70	$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
PER HOUR PAID:

Journeyman	$ 87.35	$ 88.60

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 29.73	$ 29.98
2nd	30.33	30.58
3rd - 6th	30.94	31.19

Supplemental Benefits
PER HOUR PAID:

All Terms	$ 60.69	$ 61.59

4-40/361-Str

Ironworker — 06/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2023

Reinforcing & Metal Lathing	$ 56.95
"Base" Wage	$ 55.20 plus $ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS
Per hour:

Reinforcing & Metal Lathing	$ 42.72

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	$ 49.47
Double Time	$ 56.22

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE
*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	1st term	2nd term	3rd term	4th Term
Wage Per Hour:	$ 22.55	$ 28.38	$ 34.68	$ 37.18
"Base" Wage	$ 21.00 plus $1.55	$ 26.80 plus $1.58	$ 33.10 plus $1.58	$ 35.60 plus $1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 18.17	$ 21.34	$ 22.00	$ 22.50

4-46Reinf

Laborer - Building — 06/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	07/01/2024 Additional
Building Laborer	$ 43.30	$ 1.35/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 31.71

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	1 hr to 1000hrs
Term #2	1001hrs to 2000hrs
Term #3	2001hrs to 3000hrs
Term #4	3001hrs to 4000hrs

Wages per hour:	
1st Term	$ 18.15
2nd Term	23.06
3rd Term	28.48
4th Term	33.36

Benefits per hour	
1st Term	$ 22.19
2nd Term	23.75
3rd Term	23.75
4th Term	23.75

4-66

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023	01/02/2024
Asbestos, Lead and Hazardous Material Abatement Laborer	$ 39.50*	$ 40.55*

(Re-Roofing Removal See Roofer)
NOTE: Asbestos removed from Mechanical Systems not to be scrapped
See Asbestos Worker

SUPPLEMENTAL BENEFITS
Per Hour:

Laborer	$ 19.65	$ 20.10

OVERTIME PAY
See (B, B2, I) on OVERTIME PAGE
07/01/2023
*Calculate at $39.50 per hour then add $0.95
01/02/2024
Calculate at $40.55 per hour then add $1.00

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following;
Per Hour:

1st term	$ 20.50*	$ 21.00
2nd Term	21.50**	22.00
3rd Term	24.50***	25.00
4th Term	26.50****	27.00

SUPPLEMENTAL BENEFIT
Per Hour:

All Terms	$ 14.25	$ 14.35

OVERTIME PAY:
07/01/2023
*Calculate at $20.00 per hour then add $0.50
**Calculate at $21.00 per hour then add $0.50
***Calculate at $24.00 per hour then add $0.50
****Calculate at $26.00 per hour then add $0.50

01/02/2024
*Calculate at $21.00 per hour then add $1.00
**Calculate at $22.00 per hour then add $1.00
***Calculate at $25.00 per hour then add $1.00
****Calculate at $27.00 per hour then add $1.00

4-NYDC(78)

Laborer - Heavy&Highway **06/01/2024**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2023	06/01/2024
GROUP # 1		
Total Wage Paid	$ 60.28	$ 62.08
"Base Wage"	51.43	52.83
GROUP # 2		
Total Wage Paid	58.81	60.61
"Base Wage"	49.96	51.36
GROUP # 3		
Total Wage Paid	54.34	56.14
"Base Wage"	45.49	46.89

NOTE:
07/01/2023 - "Base Wage" for Premium/Overtime calculation Only. $8.85 is difference between "Base" and "Total".
06/01/2024 - "Base Wage" for Premium/Overtime calculation Only. $9.25 is difference between "Base" and "Total".

Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

SUPPLEMENTAL BENEFITS

Per Hour:		
ALL GROUPS	$ 35.63	$ 36.98
After Forty (40)paid hours in a work week		
OVERTIME PAY	26.78	27.53

OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
Example Group#3 for 07/01/2023: $45.49 X Time and One Half = $68.23 + $8.85 = $77.08
Example Group#3 for 06/01/2024: $46.89 X Time and One Half = $68.23 + $9.25 = $79.58

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Percentage of the "Base Wage" except
4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 35.63	$ 36.78
After Forty(40) paid hours in a work Week	26.78	27.53

4-1298

Mason **06/01/2024**

JOB DESCRIPTION Mason **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Brick/Block Layer	$ 65.39
Base Wage for OT Calculation	55.24

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer $ 32.60

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE
Note: OT Calculated on Base Wage plus $ 10.15/hr.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus $ 5.40/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 23.60

4-1Brk

Mason - Building 06/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2023	12/04/2023	06/05/2024 Additional
Tile Setters	$ 62.98	$ 63.50	$ 0.72

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 25.61*	$25.81*
	+ $10.04	+ $10.04

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(750 hour) term at the following wage rate:
Term:

	1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2023	$21.70	$26.66	$33.75	$38.69	$42.25	$45.70	$49.29	$54.23	$57.09	$61.25
12/04/2023	$21.96	$26.95	$34.10	$39.08	$42.68	$46.16	$49.79	$54.77	57.66	$61.90

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023	$12.55* +$.73	$12.55* +$.78	$15.36* +$.88	$15.36* +$.88	$16.36* +$1.37	$17.86* +$1.42	$18.86* +$1.83	$18.86* +$1.88	$16.86* +$6.03	$22.11* +$6.61

12/04/2023									
$12.55* +$0.73	$12.55* +$0.78	$15.63* +$0.89	$15.36* +$0.94	$16.36* +$1.38	$17.86* +$1.43	$18.86* +$1.84	$18.86* +$1.89	$16.86* +$6.04	$22.11* +$6.62

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building

06/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building

	07/01/2023	01/01/2024
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 60.65	$ 60.57
Mosaic & Terrazzo Finisher	59.04	58.96

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 30.26* + $9.16	$ 31.36* + $9.17
Mosaic & Terrazzo Finisher	$ 30.26* + $9.15	$ 31.36* + $9.16

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
07/01/2023- Deduct $7.25 from hourly wages before calculating overtime.
01/01/2024- Deduct $7.00 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages Per hour:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2023	$ 25.82	$ 32.19	$ 36.39	$ 40.38	$ 48.52	$ 54.59
01/01/2024	$ 25.05	$ 32.21	$ 37.93	$ 38.99	$ 47.18	$ 55.38
Supplemental Benefits per hour:						
07/01/2023	$6.00* +$3.21	$7.72* +$4.12	$18.16* +$5.50	$23.27* +$6.41	$24.21* +$7.33	$27.24* +$8.29
01/01/2024	$7.12* +$3.21	$9.16* +$4.12	$17.22* +$5.51	$25.36* +$6.42	$26.36* +$7.34	$27.36* +$8.25

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

06/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2023	07/03/2023
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher	$ 47.22	$ 47.44

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

Building-Marble Restoration:		
Marble, Stone & Polisher	$ 30.29	$ 30.64

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.04	$ 37.78	$ 42.49	$ 47.22
Supplemental Benefits Per Hour:			
27.65	28.52	29.41	30.29

07/03/2023
900 hour term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.19	$ 37.95	$ 42.69	$ 47.44
Supplemental Benefits Per Hour:			
27.99	28.86	29.76	30.64

9-7/24-MP

Mason - Building — 06/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2023	7/03/2023
Marble Cutters & Setters	$ 62.82	$ 63.12

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 39.03	$ 39.34

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:
07/01/2023
750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.42	$ 39.62	$ 42.91	$ 46.22	$ 49.52	$ 53.38	$ 59.67	$ 62.82

Supplemental Benefits per hour:
07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.38	$ 28.86	$ 29.74	$ 30.60	$ 31.48	$ 36.44	$ 38.17	$ 39.03

07/03/2023
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.60	$ 39.82	$ 43.13	$ 46.45	$ 49.78	$ 53.64	$ 59.95	$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.54	$ 29.09	$ 29.97	$ 30.84	$ 31.72	$ 36.73	$ 38.48	$ 39.34

9-7/4

Mason - Building — 06/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2023	12/04/2023	06/03/2024
Tile Finisher	$ 48.36	$ 48.80	Additional $ 0.59

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 22.56*	$ 22.71*
	+ $9.86	+ $9.86

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building — 06/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023
Marble, Stone, Maintenance Finishers:	$ 27.26	$ 27.44

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone Maintenance Finishers:	$ 14.97	$ 15.20

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2023	07/03/2023
0-750	$ 21.89	$ 22.04
751-1500	22.60	$ 22.75
1501-2250	23.32	$ 23.48
2251-3000	24.04	$ 24.20
3001-3750	25.11	$ 25.27
3751-4500	26.54	$ 26.72
4501+	27.26	$ 27.44

Supplemental Benefits:
Per hour:

0-750	12.03	$ 12.24
751-1500	12.43	$ 12.64
1501-2250	12.82	$ 13.03
2251-3000	13.21	$ 13.42
3001-3750	13.80	$ 14.02
3751-4500	14.58	$ 14.80
4501+	14.97	$ 15.20

9-7/24M-MF

Mason - Building / Heavy&Highway — 06/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023	01/01/2024
Marble-Finisher	$ 49.32	$ 49.65	$ 49.92

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher	$ 36.62	$ 36.67	$ 36.93

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway — 06/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Cement Mason	$ 53.77

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 34.16
1.5 X overtime rate	$ 61.70
2 X overtime rate	$ 68.32

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	$ 19.92
2nd Term	$ 24.82
3rd Term	$ 30.22

Supplement Benefits per hour paid:

		1.5X OT	2X OT
1st Term	$ 14.36	$ 21.55	$ 28.72
2nd Term	$ 14.66	$ 22.00	$ 29.32
3rd Term	$ 14.77	$ 22.16	$ 29.54

4-780

Mason - Building / Heavy&Highway — 06/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2023	05/01/2024
Stone Setter	$ 68.45	$ 69.53
Base Rate	52.76	54.92
Stone Tender	51.82	51.82
Base Rate	44.54	44.54

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 40.78	$ 43.00
Stone Tender	23.15	23.15

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
Base Rates are use to Calculate Overtime Premiums then adding in:
07/01/2023

$15.69/Hr. for Stone Setter and $7.28/Hr. for Stone Tender
05/01/2024
$15.81/Hr. for Stone Setter and $7.28/Hr. for Stone Tender
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work first 1/2 of day

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus $7.33:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $ 25.50 25.85

4-1Stn

Mason - Heavy&Highway — 06/01/2024

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Pointer, Caulkers & Cleaners $ 62.19

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers $ 30.65

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 31.48	$ 35.54	$ 41.14	$ 49.50

Apprentices Supplemental Benefits:
(per hour paid)

$ 15.30	$ 20.00	$ 23.75	$ 24.75

4-1PCC

Operating Engineer - Building — 06/01/2024

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

		07/01/2023
Class "AA"		$ 90.26
Cranes:	Boom length over 100 feet add	$ 1.00
	Boom length over 150 feet add	$ 1.50
	Boom length over 250 feet add	$ 2.50
	Boom length over 350 feet add	$ 3.00
Class "A"		75.40
Add $3.50 for Hazardous Waste Work		
Class "B"		71.63
Add $2.50 for Hazardous Waste Work		
Class "C"		69.13
Add $1.50 for Hazardous Waste Work		
Class "D"		52.83
Add $1.00 for Hazardous Waste Work		
Class "E"		50.62

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 40.65
Overtime Rate	36.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway — 06/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	08/01/2023
Well Driller	$ 40.63	$ 41.85
Well Driller Helper	34.17	$ 36.26

Hazardous Waste Differential Added to Hourly Wage:

Level A	$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work Add to Hourly Wage:

Level A	$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS
Per Hour:

Well Driller & Helper	10% of straight time rate plus $ 13.50

Additional $ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS
Per Hour:

All Terms	10% of Wage + $ 13.50

Additional $4.25/Hr. for premium time hours worked.

4-138well

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

CLASS "A":
ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":
Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

		07/01/2023
Class "AA"		$ 89.45
Cranes:	Boom Length over 100 feet add	$ 1.00 per hour
	Boom Length over 150 feet add	$ 1.50 per hour
	Boom Length over 250 feet add	$ 2.00 per hour
	Boom Length over 350 feet add	$ 3.00 per hour
Class "A"		79.43
Add $3.50 for Hazardous Waste Work.		
Class "B"		74.36
Add $2.50 for Hazardous Waste Work.		
Class "C"		71.78
Add $1.50 for Hazardous Waste Work		
Class "D"		55.08
Add $1.00 for Hazardous Waste Work		
Class "E"		52.82

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 40.90
Note: OVERTIME AMOUNT	36.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

Operating Engineer - Heavy&Highway — 06/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2023
Heavy Highway/Building

Party Chief	$ 75.03
Instrument Man	56.11
Rodman	47.45

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 41.60
Premium*:	
Heavy Highway/Building	50.68
Premium**:	
Heavy Highway/Building	60.51

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Operating Engineer - Marine Dredging

06/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	$ 43.94	$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	$ 11.85 plus 6% of straight time wage, Overtime hours add $ 0.63	$ 12.00 plus 6% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50	$ 11.75 plus 6% of straight time wage, Overtime hours add $ 0.50

All Class D	$ 11.35 plus 6% of straight time wage, Overtime hours add $ 0.38	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 06/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2023
Party Chief	$ 47.15
Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 23.15

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Double-time paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab — 06/01/2024

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:	07/01/2023 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or	

Pull and Inflate Liner — Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter — 06/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023
Brush	$ 51.70*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	51.70*
Spray & Scaffold	$ 54.70*
Fire Escape	54.70*
Decorator	54.70*
Paperhanger/Wall Coverer	54.48*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Paperhanger	$ 34.60
All others	32.73
Premium	36.70**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2023
Appr 1st term...	$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.05*
Appr 4th term...	41.62*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	
Appr 1st term...	$ 16.06
Appr 2nd term...	19.95
Appr 3rd term...	23.02
Appr 4th term...	29.16

8-NYDC9-B/S

Painter — 06/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2023
Drywall Taper	$ 51.45*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 30.88

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

*Subtract $ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

Painter — 06/01/2024

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2023
Drywall Taper	$ 55.10

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	$ 23.88

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1st term	$ 21.29
2nd term	27.84
3rd term	33.29
4th term	44.20

Supplemental Benefits per hour:

1st term	$ 14.43
2nd term	18.16
3rd term	19.30
4th term	21.59

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

06/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	$ 54.50	$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL $6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

	$ 11.78	$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

1st year	$ 21.80	$ 22.40
	+ 4.04	+ 4.14

2nd year	$ 32.70	$ 33.60
	+ 6.06	+ 6.21
3rd year	$ 43.60	$ 44.80
	+ 8.08	+ 8.28
Supplemental Benefits - Per hour:		
1st year	$ .90	$ 1.16
	+ 12.34	+ 12.62
2nd year	$ 7.07	$ 7.46
	+ 18.51	+ 18.93
3rd year	$ 9.42	$ 9.94
	+ 24.68	+ 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 06/01/2024

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	$ 31.53	$ 31.53	$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 10.03	$ 22.24	$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 15.00	$ 15.00	$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	$ 9.16	$ 22.24	$ 23.65

2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher

06/01/2024

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2023
Metal Polisher	$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Journeyworker:	
All classification	$ 12.34

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2023
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

06/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

	07/01/2023	08/01/2023
Building:		
Plasterer/Traditional & Spraying Fireproofing	$ 46.00 + $5.00*	$ 47.72 + $5.00*

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 23.15 $ 25.35

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
*This portion is not subjected to OT premiums.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages: (per hour) 800 hours term:	07/01/2023	08/01/2023
1st term	$ 25.44 + 2.75*	$ 19.30+ 0.68*
2nd term	27.49 + 2.51*	$ 22.53+ 0.81*
3rd term	32.38 + 3.50*	$ 25.79+ 0.95*
4th term	34.68 + 3.75*	

*This portion is not subjected to OT premiums.

Supplemental Benefits: (per hour): (800) hours term:		
1st term	$ 14.70	$ 11.59
2nd term	15.60	$ 12.02
3rd term	17.43	$ 12.52
4th term	18.35	

9-262

Plumber — 06/01/2024

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2023

Plumber/ PUMP & TANK	$ 46.99

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 35.39

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following Percentage of Journeyman's wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	$ 23.47
2nd Term	24.11
3rd Term	24.93
4th Term	25.31
5th Term	28.54

4-200 Pump & Tank

Plumber **06/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber	$ 57.23	$ 57.98	$ 58.98

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 49.65	$ 50.20	$ 50.75

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate:

1st	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2023	11/01/2023	05/01/2024
1st Term	$ 35.02	$ 35.52	$ 36.02
2nd Term	37.51	37.86	38.51
3rd Term	39.03	39.53	40.03
4th Term	40.68	41.18	41.68
5th Term	42.41	42.91	43.41

4-200

Plumber **06/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber MAINTENANCE ONLY	$ 34.55	$ 35.05	$35.05

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 20.93	$ 21.43	$ 22.43

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer **06/01/2024**

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour 07/01/2023
ROOFER/Waterproofer

Total Wage to be Paid $ 55.75

"Base" Wage 49.25**

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer $ 36.36

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
** Overtime Pay to be calculated on "BASE" Wage then add $6.50.
(Example: $49.25 x time and one half = $73.88 + $6.50 = $80.38)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE
Note: Time and One Half the Hourly Base Rate + $6.50 if worked.

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

1st	2nd	3rd	4th
40%	50%	70%	80% + $ 5.20/Hr.

Supplemental Benefits per hour:

1st Term	$ 10.34
2nd Term	12.77
3rd Term	25.99
4th Term	29.22

4-154

Sheetmetal Worker **06/01/2024**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2023

Sign Erector $ 56.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2023

Sign Erector $ 55.66

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2023									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 14.95	$ 16.95	$ 18.93	$ 20.93	$ 28.56	$ 31.05	$ 33.57	$ 36.05	$ 38.56	$ 41.05

4-137-SE

Sheetmetal Worker — 06/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	11/01/2023
Sheetmetal Worker	$ 59.94	$ 61.09
Maintenance of Fans Temporary Operation	$ 47.95	$ 48.87

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 51.16	$ 53.25
Maintenance Worker	$ 51.16	$ 53.25

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	$ 20.85	$ 21.26
3rd & 4th Term	26.87	27.39
5th & 6th Term	32.89	33.52
7th & 8th Term	41.94	42.75
9th Term	47.53	48.55

Per Hour: Supplemental Benefits

1st & 2nd Term	$ 19.02	$ 19.66
3rd & 4th Term	25.90	26.73
5th & 6th Term	30.55	31.57
7th & 8th Term	37.49	38.78
9th Term	42.14	43.62

4-28

Steamfitter — 06/01/2024

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	01/01/2024	07/01/2024 Additional
AC Service/Heat Service & Refrigeration	$ 44.85	$ 45.10	$1.25*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS
Per Hour Worked:

AC Service/Heat Service	$ 20.71	$ 21.81
Per Hour Paid:	17.65	18.20

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms
Wages per hour:

1st Term	$ 21.71	$ 21.83
2nd Term	26.21	26.36
3rd Term	30.53	30.70
4th Term	36.87	37.08

Supplemental Benefits

07/01/2024	Per hour worked	Per hour paid
1st Term	$ 14.20	$ 11.14
2nd Term	14.57	12.48
3rd Term	15.91	13.38
4th Term	17.72	15.77
01/01/2024		
1st Term	14.31	11.25
2nd Term	15.73	12.67
3rd Term	17.21	14.15
4th Term	19.22	16.16

4-638B-StmFtrRef

Steamfitter **06/01/2024**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Sprinkler/Steam AC/Heat Fitter	$ 69.11
Temporary Heat & AC Fitter	52.54

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 53.24
Temporary Heat & AC Fitter	43.67

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY
Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays on Fire Protection/Sprinkler contracts under $3,000,000.00 and HVAC/Mechanical contracts under $30,000,000.00:

Sprinkler/Steam	Wages $ 138.22	Benefit $ 106.48
Temp Heat/AC	Wages $ 105.08	Benefit $ 87.34

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 27.68	$ 34.59	$ 41.49	$ 48.40	$ 55.30

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 21.80	$ 27.05	$ 32.28	$ 37.53	$ 42.76

Premium Time Amounts:

43.60	54.10	64.56	75.06	85.52

4-638A-StmSpFtr

Teamster - Asphalt Delivery — 06/01/2024

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2023
Asphalt Delivery	$ 41.255

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery	$ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 50.3125

Light Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 13.05

OVERTIME PAY
See (B, *B2, E, **I, P, R, T, ***U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building — 06/01/2024

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

	07/01/2023
Trailers	$ 35.77
Straight Jobs	$ 35.47

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications	$ 38.85

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete — 06/01/2024

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2023
Concrete Delivery	$ 40.005

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER
Concrete Delivery 36.815

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Concrete Delivery $ 45.475

Light Construction Work
Concrete Delivery 15.355

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway — 06/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2023

Site Excavating
(Chauffeurs) $ 41.255

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs) $ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Chauffeurs $ 50.3125

Light Construction Work
Chauffeurs $ 13.05

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder — 06/01/2024

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT
☐ 02 OGS
☐ 03 Dormitory Authority
☐ 04 State University Construction Fund
☐ 05 Mental Hygiene Facilities Corp.
☐ 06 OTHER N.Y. STATE UNIT
☐ 07 City
☐ 08 Local School District
☐ 09 Special Local District, i.e., Fire, Sewer, Water District
☐ 1O Village
☐ 11 Town
☐ 12 County
☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.
APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

_____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 06/07/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027

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DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025

NYSDOL Bureau of Public Work Debarment List 06/07/2024

Article 8

DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

Davis Bacon
FEDERAL WAGE RATES

NO TEXT ON THIS PAGE

"General Decision Number: NY20240012 05/31/2024

Superseded General Decision Number: NY20230012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/09/2024
3	03/08/2024
4	04/05/2024
5	05/31/2024

ASBE0012-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 70.51	35.76
HAZARDOUS MATERIAL HANDLER	$ 40.75	19.20

BOIL0005-001 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 67.38	49.33+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2022

	Rates	Fringes
BRICKLAYER	$ 65.53	31.60
MASON - STONE	$ 69.72	38.67

CARP0290-001 07/01/2021

	Rates	Fringes
Carpenters: Building Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway)	$ 52.50	46.28
Nassau County (Remainder of County) and Suffolk County	$ 50.16	33.48
Heavy & Highway	$ 50.16	33.48
Residential	$ 32.63	21.83

CARP0740-001 07/01/2023

	Rates	Fringes
MILLWRIGHT	$ 58.70	57.11

CARP1556-008 07/01/2023

	Rates	Fringes
Carpenters:		
DIVERS TENDERS	$ 53.57	55.31
DIVERS	$ 74.03	55.31
DOCKBUILDERS	$ 59.16	55.31
PILEDRIVERMAN	$ 59.16	55.31

CARP1556-011 07/01/2023

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 54.05	54.99

CARP2287-003 07/01/2023

	Rates	Fringes
CARPENTER		
Soft Floor Layers	$ 55.05	47.88

* ELEC0025-001 04/27/2024

	Rates	Fringes
ELECTRICIAN	$ 61.75	18%+33.31

ELEC0025-002 04/29/2023

	Rates	Fringes
Electricians:		
Maintenance Unit	$ 46.79	14%+22.63
Telephone Unit	$ 40.43	18%+22.25
Wiring for single or multiple family dwellings and apartments up to and including 3 stories	$ 37.25	13%+18.92

* ELEC1049-002 03/31/2024

	Rates	Fringes
Line Construction:		
Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and		

Underground
transmission/distribution
line work. Fiber optic,
telephone cable and
equipment;
Groundman.....$ 40.72 28.86
Heavy Equipment Operator...$ 54.29 33.28
Lineman & Cable Splicer....$ 67.86 37.70
Material Man.....$ 59.04 34.82

ELEV0001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....$	75.14	47.446+a+b
Modernization and Repair....$	59.09	45.564+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....$	75.40	39.15
GROUP 2.....$	71.63	39.15
GROUP 3.....$	69.13	39.15
GROUP 4.....$	52.83	39.15
GROUP 5.....$	50.62	39.15

NOTES:

Hazmat premiums:
Level A 3.50
Level B 2.50
Level C 1.50
Level D 1.00

Oiler on truck cranes with boom length of 100 ft. or more
.25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday,

Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Indpendence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piller 225 and lomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket) cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), mechanic, power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Comrpessor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

ENGI0138-002 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 79.43	39.40+a
GROUP 2	$ 74.36	39.40+a
GROUP 3	$ 71.78	39.40+a
GROUP 4	$ 55.08	39.40+a
GROUP 5	$ 52.82	39.40+a
GROUP 6	$ 39.30	12.50+a

NOTES:
Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lenghts (including jib) 150-249 ft	1.50
boom lenghts (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpiller 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cgherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine,

Loading Machine (front end), Mechanical Compactor (machine drawn), Mechanic, Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

IRON0046-003 07/01/2023

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND REINFORCING IRONWORKERS	$ 56.95	28.80

IRON0197-001 07/01/2023

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN	$ 58.90	58.37

IRON0361-001 07/01/2023

	Rates	Fringes
IRONWORKER (STRUCTURAL)	$ 57.20	86.19

IRON0580-001 07/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 47.15	63.75

LABO0066-001 07/01/2023

BUILDING

	Rates	Fringes
Laborers:		
Laborers	$ 40.65	31.29
Plasterers Tenders	$ 40.80	30.04

LABO0078-001 07/04/2022

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc)	$ 38.55	19.35

LABO1298-001 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters	$ 51.43	35.98+a
Asphalt Shovelers, Roller Boys & Tampers	$ 49.96	35.98+a
Regular Laborers	$ 45.49	35.98+a

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous

material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 05/01/2023

	Rates	Fringes
PAINTER		
GLAZIERS	$ 47.95	52.77
Painters, Drywall Finishers	$ 43.00	40.21
Spray, Scaffold, Sandblasting	$ 46.00	40.21

PAIN0806-010 10/01/2020

	Rates	Fringes
Painters:		
Stuctural Steel and Bridge	$ 51.50	49.63

PAIN1974-002 12/28/2023

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS	$ 48.47	32.54

PLAS0262-003 08/01/2023

	Rates	Fringes
PLASTERER	$ 47.05	30.40

PLAS0780-001 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 55.47	34.88

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* PLUM0200-001 05/01/2024

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:	$ 58.98	44.75
RESIDENTIAL CONSTRUCTION:	$ 29.96	13.41

PLUM0638-001 07/01/2023

	Rates	Fringes
PLUMBER		
SERVICE FITTERS	$ 41.75	14.00
SPRINKLER FITTERS, STEAMFITTERS	$ 69.11	53.24

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing

and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0154-001 05/01/2023

	Rates	Fringes
ROOFER	$ 49.25	39.61

SHEE0028-002 11/02/2023

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION	$ 53.60	60.74
RESIDENTIAL CONSTRUCTION	$ 35.79	25.37

TEAM0282-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER	$ 40.005	49.0325+a

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13; 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff s department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more: than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four -strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to Jess than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three - strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a, Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra law sulfur diesel fuel, or diesel' fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§9. Report to county executive and legislature.

a Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding. calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , Including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph one of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered no1J;:road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard *oi* threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, hut shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act - ("SEQRA"). 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED
Thomas R. Suozzi
County Executive

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises.

In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

ARTICLE XIX. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XX. PAYMENTS

A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

B. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to the Sponsor/Sponsor's representative, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP-21LL, Contractor Report of Contract Payments, and Certified Payrolls. These forms must be printed from the EBO system and included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative, payment procedures may begin.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract. The contractor shall submit at the Pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project records.

D. Fringe benefit supplements to employees paid by the contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice training program. Direct payments in cash for fringe benefit supplements will not be allowed.

ARTICLE XXI. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment. Before the Sponsor submits the Final payment for reimbursement, and the Sponsor shall contact and coordinate with the NYSDOT Local Projects Construction Monitor(s) to schedule a final inspection. (This is performed only after the first 'punch list' set up by the Sponsor has been completed by the contractor). During the final inspection, a second 'punch list' will be established. The items of incomplete work or work not meeting *Specifications* will need to be resolved by the Contractor. The contractor, through the Sponsor, may request final inspection and acceptance of individual contract location satisfactorily completed as the contract work progresses on other locations.

- Before the final payment is made to the contractor, the Sponsor must submit the CONR 193, Materials Certifications for to the Sponsor/Sponsor's representative, along with the Final AAP-33LL Composite for, Employment Monthly Utilization form. In addition, the contractor needs to submit a Final Report AAP 21LL for the DBE firm(s), if applicable as well as all other subcontractors. These two forms (Final Report 'Composite' AAP 33LL and the Final Report(s) AAP 21LL) must be printed from the EBO system and included. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative along with concurrence from NYSDOT Planning and Construction Departments, payment procedures may begin. The Sponsor will need to follow the requirement from Chapter 17 of PLAFAP manual for Local Project Close-Outs.

ARTICLE XXII. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate or

payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE XXIII. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXIV. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXV. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXVI. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau are taken from the latest New York State Standard Specifications (Us Customary Units) including Region 10 "Special" specifications. Standard "Installation Details" are included on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXVII. THIS ARTICLE IS NOT INCLUDED IN THIS CONTRACT

ARTICLE XXVIII. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **365** calendar days

2. INSURANCE:
   a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

      1) Minimum Limits of Liability, for each occurrence.
         a) Personal Injury - $ 2,500,000
         b) Property Damage - $ 500,000
         c) Or a Combined Single Limit of $ 3,000,000 or greater.

   b. Owner's Contingent public liability Insurance
      1) For named insured, see:
         Article XV. - Insurance Requirements,
         Sec. D. - Owner's Contingent Public Liability Insurance

3. LIQUIDATED DAMAGES, **$1,500.00** per day

ARTICLE XXIX. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXX. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The contractor shall perform, with its own organization, contract work amounting to not less than 30 percent of the total contract bid price. Refer to Sections 108-05 of the NYSDOT Standard Specifications.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement system.

C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b. above) he will notify the Contractor.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.

G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

H. Subcontractor(s) shall be approved by the Sponsor and included in a list in the Construction Management Plan (CMP), along with their respective contract item(s) of work. All Subcontractors must submit the AAP 33LL (Monthly Employment Utilization forms) to the Prime Contractor for submittal to NYSDOT when submitting payment requisition forms. These forms must be printed directly from EBO system. The contractor shall submit at pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors, indicating the particular items of work, and these sheets will be included as part of the project records.

ARTICLE XXXI. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXXII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

   a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

   b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including

obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

7. Compliance with Law.

   a. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

   b. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

   a. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   b. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

d. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

NO TEXT ON THIS PAGE

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By _____
County Executive
Party of the First Part

ARTHUR T. WALSH
Chief Deputy County Executive

ATTEST: _____
Clerk, Nassau County Legislature

Approved: _____
Office of the Commissioner

_____ Contractor

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved: _____
Bureau of Real Estate & Insurance

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By_____
County Executive
Party of the First Part

ATTEST:_____
Clerk, Nassau County Legislature

Approved: Michael Kwarchyn
Office of the Commissioner

SaSafety Marking LLC Contractor

Corporate Seal

By_____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved:_____
Bureau of Real Estate & Insurance

NO TEXT ON THIS PAGE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally appeared BRUCE A. BLAKEMAN, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 16th day of June , 2023, before me personally appeared Arthur T. Walsh , Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 24th day of May, 2025, before me personally came Mark Kenneth Kelly, to me known, who being by me duly sworn, did depose and say: That he/she resides at [redacted]; That he/she is the CEO of Safety Marking, LLC, the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

CONCETTA PETRUCCI
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC

Arcetta A. Petrucci
Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

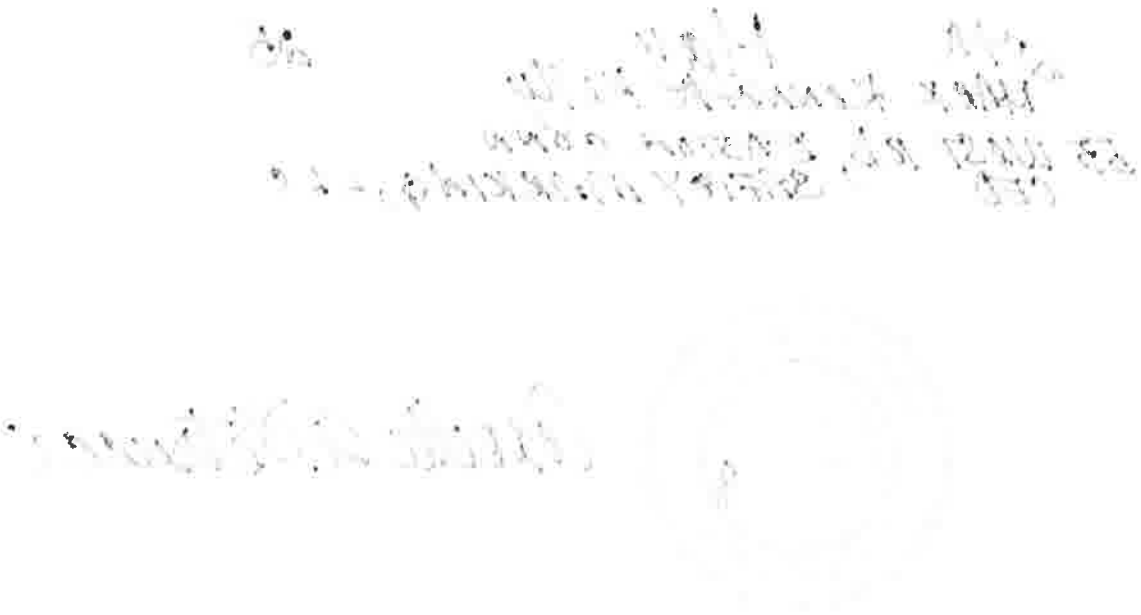
Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 200 , before me personally came , to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public



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CONTRACT ADVISEMENT FORM
NUMIS. No. 550

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW25000012

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
5	13	2025	CAP	☑	☐	☐	CHPW25000012	PW	H62153-15G

VENDOR INFO.

ID: [redacted]

Name: (30) Safety Marking LLC

Address: (30) 255 Hancock Avenue

(30) Bridgeport, CT 06605

LINE NO	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	62153	169	PWCAPCAP	00004	#	3,286,688	19
2							
3							
4							

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT # 3,286,688 19

COMMENTS

Nassau County Pavement Marking Improvements
Phase 15
PIN 0761.69

Various Locations
Nassau County, New York

Contract No. H62153-15G

DEPARTMENT - PREPARED BY:
Loretta Dionisio
NAME
5/13/2025
DATE
516-571-9634
PHONE

DEPARTMENT - APPROVED BY:
Michael Kwarchyn
NAME
Commissioner
TITLE
5/13/25
DATE

COMPTROLLER'S OFFICE CERTIFICATION:
I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
CONTRACT NUMBER CHPW25000012
Beaumont Jeffers
NAME
Deputy Comptroller
TITLE
5/27/2025
DATE

CERTIFICATE OF ACCEPTANCE INTO NUMIS
I certify that this document was accepted into NUMIS
NAME
5/27/2025
DATE

CHECK IF THIS DOCUMENT IS CONTINUED: ☐
PAGE ____ OF ____

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677 10/91 rev.9/06

B06-25

RULES RESOLUTION NO. 7 -2025

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5/5/25
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-15G, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 15, PIN 0761.69, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of SAFETY MARKING LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 3,286,688.19 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
Risk Strategies - TriPoint
21c Arts Center Ct
Avon, CT 06001

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 FAX (A/C, No):
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Endurance Assurance Corporation	11551
INSURER C: American Zurich Insurance Company	40142
INSURER D: SiriusPoint Specialty Insurance Corp	16820
INSURER E: Westchester Surplus Lines Insurance Co	10172
INSURER F:	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 85325932 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC OTHER:	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓		[redacted]	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	7/1/2024	7/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2024	7/1/2025	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2024	7/1/2025	$5,000,000 occ/$5,000,000 agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER
NY - H62153-15G - Phase 15

County of Nassau
1194 Prospect Ave
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Harding

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AGENCY CUSTOMER ID: 6053

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: County of Nassau

ADDRESS: 1194 Prospect Ave Westbury NY 11590

NY - H62153-15G - Phase 15

County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance.

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The ACORD name and logo are registered marks of ACORD

SCHEDULE OF OTHER POLICIES

DATE ISSUED
5/15/2025

NAMED INSURED:

Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

CERTIFICATE HOLDER:

County of Nassau
1194 Prospect Ave
Westbury NY 11590

INSURER NAIC #	COVERAGE	POLICY NO.	EFF-EXP DATE	LIMITS	PROJECT
Markel American Insurance Company #28932	OCP Liability	[redacted]	05/13/2025 - 05/13/2026	$3,000,000 each occurrence / $3,000,000 aggregate	County of Nassau - Phase 15

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2024 to 07/01/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Doran Lamond
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/15/2025
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-618-1101

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
1194 Prospect Ave
Westbury NY 11590

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

07-01-2024 to 06-30-2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/15/2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

   We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

   (a) Are the property of an "insured"; and

   (b) Are in a covered "auto" at the time of "loss".

   The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that SAFETY MARKING LLC (hereinafter called the "Contractor") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation created and existing under the laws of the State of CONNECTICUT, and licensed to do business in the State of New York, having its principal office in the city of HARTFORD, CONNECTICUT (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

THREE MILLION TWO HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED EIGHTY EIGHT AND 19/100 Dollars ($3,286,688.19) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 12th day of MAY, 2025

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

CONTRACT NO: H62153-15G, PAVEMENT MARKING IMPROVEMENTS - PHASE 15 - PIN 0761.69

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by

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reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done

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or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

SAFETY MARKING LLC
Contractor

by _____ (L.S.)
MARK KELLY, CEO

(Corporate seal of Contractor if a corporation)

by _____ (L.S.)

Title

by _____ (L.S.)

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
~~Assistant~~ Secretary: _____ (L.S.)
Title of Officer

(Corporate seal of Surety)

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(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY , 20 25 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

Elena Vilarinho
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF MAINE)

)

ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in FALMOUTH, MAINE

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

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POWER OF ATTORNEY

FINANCIAL STATEMENT

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**

HARTFORD, CONN — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,438,458	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,464,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF SOLVENCY

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STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that SAFETY MARKING LLC as Principal,
(Here insert the name and address, or legal title, of the Contractor)

255 HANCOCK AVENUE, BRIDGEPORT, CT 06605,

hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

a corporation of the State of CONNECTICUT, and licensed to do business in the State of New York, with its home office in

HARTFORD, CONNECTICUT, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, hereinafter called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

THREE MILLION TWO HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED EIGHTY EIGHT AND 19/100 Dollars ($ 3,286,688.19)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated MAY 12, 2025 entered into a contract with Owner for,

CONTRACT NO: H62153-15G, PAVEMENT MARKING IMPROVEMENTS - PHASE 15 - PIN 0761.69,
which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

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2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

   a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.

   c. Other than in a court of competent jurisdiction in and for the County of Nassau.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 12th day of MAY 2025

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
MARK KELLY, CEO

by _____ (L.S.) Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
~~XXXXXX~~: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY, 20 25, before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____Notary Public

(Acknowledgment by Surety Company)

STATE OF MAINE)
)
ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in FALMOUTH, MAINE

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

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POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN

HARTFORD, CONN.

CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**.

HARTFORD, CONN.

HARTFORD, CONN.

CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,438,458	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,484,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PAVEMENT MARKING IMPROVEMENTS PHASE 15
PIN 0761.69
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK
CONTRACT NO. H62153-15G

General Notes

1) Specifications and Standards

All work included in the contract shall be in accordance with the MUTCD and with the latest NYSDOT Standards Specifications (US Customary Units), except as modified on the plans and in the itemized proposal.

2) Scope of Work

a. At all times during the life of this contract, the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.

b. The work covered in this contract includes the furnishing of labor and material to:

- Remove existing pavement markings
- Cleaning and preparation of pavement surfaces *from face of curb to face of curb* for the installation of new pavement markings
- Furnish and installing epoxy markings

c. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County and approved by NYSDOT.

3) Maintenance and Protection of Traffic

This project is intended to be a Short-Term Stationary Operations. Contractor shall maintain work area in accordance with NYSDOT WORK ZONE TRAFFIC CONTROL previsions. See "Work Zone Traffic Control Plans" at end of section.

Existing pavement markings shall be removed prior to placement of new markings. No more than a two (2) weeks time period shall separate removal and replacement of new pavement markings.

The Contractor shall refer to section 619-3.19 of the NYSDOT Standard Specifications for night time operations.

4) Supervision

The Contractor shall have a full-time supervisor on the project at all times.

5) Surface Cleaning and Preparation of Pavement

a. The Contractor shall be responsible for cleaning the pavement surface to the satisfaction of the Engineer.

b. Surface cleaning and preparation work shall be performed only in the area of the pavement markings.

c. At the time of application, all pavement shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the various bid items(s).

6) Equipment

The Contractor shall supply two (2) new measuring wheels (Great Northern Supply Co. Model 415 or approved equal) at the start of the contract for the use of the inspection force assigned to the project. At the completion of project, the measuring wheels shall become the property of Nassau County. The cost of the measuring wheels shall be included in the cost of the various bid items.

7) Clean Up

a. In all cases the Contractor will be required to clean up all disturbed areas and restored to the condition existing prior to the commencement of the work

b. Clean-up shall be as defined herein above, but if in the opinion of the Engineer, the Contractor has exercised carelessness or disregard to private property in the conduct of his work, then restorative measures required thereto shall be included in this procedure.

c. No separate payment will be made for any of this clean up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.

8) Job Site Safety

The Contractor shall exercise precaution at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

9) Rubbish and Debris

The Contractor shall legally dispose of all unsuitable material, rubbish, and debris at some separate location, not in the vicinity of the site.

10) Protection of Facilities

The Contractor shall protect all work done under this contract from possible damage for the duration of the contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction openings up to the time of acceptance by the County.

11) Construction Site

The Contractor shall obtain permission from the owner of a property before entering that property for any reason whatsoever. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County Department of Public Works and approved by NYSDOT. Minor restoration outside the highway boundary is only permitted after a signed release from the property owner has been secured. This shall include any work in areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

12) Sales Tax Exemptions

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York, and is exempt from the payment of Nassau County Sales and Uses Taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not

to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

13) Requirements of Other Municipal Departments

The Contractor shall give all necessary notices, obtain all permits, and pay all fees in connection with the work under this contract. He shall comply with all laws, ordinances, rules, and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these specifications where and if a conflict occurs. This however, shall not be interpreted as permitting the use of materials and equipment inferior to these specified.

Any work in New York State Right-of-Way will require a permit from NYSDOT.

14) Special O.S.H.A. Notes

a. The Safety Provisions in the Specification are primarily to protect County property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act (OSHA) of 1970 requires that "Each Employer (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this act". All workers on the project site must have successfully passed OSHA 10 Hour Training Safety Class and the certificates should be part of the project records subject to review by the FHWA and NYSDOT.

b. The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

15) Contact Numbers

The Contractor shall notify the Nassau County Police Department, local fire departments, and local transportation authorities in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.

SPECIAL PROVISIONS

1) Purpose

The purpose of this specification is to set fourth the minimum requirements for this contract. The work covered by this contract involves the furnishing of labor, materials, and components as specified, for the:

- Removal of existing pavement markings.
- Cleaning and preparation of area from face of curb to face of curb for the installation of new pavement markings.
- Installation of new epoxy pavement markings

2) Location of Work

Throughout Nassau County roadways at various locations

3) Schedule

The contract shall be completed within twelve (12) months from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be the sole discretion of the County. Nassau County will not allow any pavement marking installation from December 1 through March 31 unless prior approval is granted by the engineer. The request for a time extension by the contractor shall also be submitted to NYSDOT Construction for their concurrence.

4) Contractor Experience and Requirements

a. The nature of the work involved in this contract requires the Contractor to possess prior satisfactory experience in the removal and installation of pavement markings.

b. Prospective bidders must have at least three (3) years of satisfactory experience in the actual installation and maintenance of various types of pavement markings.

c. Prospective bidders must be trained by the material manufacturer or have experience in the handling and the installation of specific pavement markings proposed in this contract.

d. In addition to the requirements outlined in "Instruction to Bidders" of this contract, the low bidder shall be required to fill out an experience questionnaire by the County that will include the following questions:

- A list of all pavement markings contracts completed within the past three years.
- A list of sources of supply to secure the necessary materials
- A list of technical personnel who will be doing the necessary work

5) Standards

Standards and Specifications as defined in the 2009 edition of the *National Manual of Uniform Traffic Control Devices (National MUTCD),* the *New York State Supplement* to the *National MUTCD*, and the latest revised edition of New York State Department of Transportation Standards and Specifications are made part of this contract.

6) Recourse

This contract does not imply that the low bidder, following the award of this contract, has exclusive right or legal recourse to the County of Nassau for any other similar type contract, or any other contract that may be awarded during the life of this contract.

7) Maintenance and Protection of Traffic

a. Where work is being constructed on streets, sidewalks, easements or other locations normally used by the public, the Contractor shall conduct his work so as to minimize the interference with the safe and direct movement of pedestrian and vehicular travel. The Contractor shall provide all necessary construction signs, flagmen, arrow boards, cones, barricades, lighting, and their placement as required by the Short-Term Stationary operation as laid-out in NYSDOT Work Zone Traffic Control. The Contractor shall conform to directives by the County of Nassau. The Prime Contractor, through the Sponsor, shall submit to NYSDOT Construction for a review, the type of mounted light tower or its supplement (along with relevant specs) it proposes to use. This work is covered under item 619.24 – Nighttime Operations.

b. Accessibility to fire hydrants, police and fire call boxes, and provision for the ingress and egress of emergency vehicles including police, fire, and ambulance vehicles shall be required at all times. Notification shall be made to the Police and local Fire Department should any road be closed.

c. Maintenance and Protection of Traffic shall be paid for under a separate contract item.

d. The Contractor is responsible for any and all claims made by the general public related to the process of removing and installing pavement markings under this contract.

8) Cleanliness

Upon completion of the work at each location or work order, the Contractor shall remove all remaining materials and shall leave the area, which may have been affected by his operation, in a neat and orderly condition.

9) Hold Harmless

The obligation of the contractor to hold harmless and indemnify the County is absolute and shall not be dependent on the Contractor having received any actual notice from the County.

10) Engineer's Estimate

The quantities included on the Engineer's Estimate are intended to provide a general guide as to the work expected in this contract. The County reserves the right to increase, decrease or eliminate the quantity of each item actually provided under this contract (including transportation item).

11) Additional Work – Extension of Contract

The County of Nassau reserves the right to extend the terms of this contract at the accepted bid prices for either furnishing only or furnishing and installing when the successful bidder is notified within ninety (90) days of the date of approval of the catalog cuts. The extension shall not exceed 50% of the total price bid.

12) Contract Administration and Inspection

The Department of Public works through the Division of Engineering, Traffic Engineering Unit will be the administrator of this contract and shall approve all

material to be installed, verify and approve all claim vouchers, and be responsible for providing all necessary inspections to verify compliance with the contract.

13) Funding

This Contract is funded under Capital Project 62153 and is eligible for Federal Aid reimbursement.

14) Payment

Payments of this contract will be made on a monthly basis for work completed during the preceding calendar month. No partial payments shall be made for material on hand and not installed.

15) Notification

The Project Engineer, Mr. Richard Iadevaio, shall be notified by the Contractor at (516) 571-6824 at least 48 hours prior to start of work, in order that adequate arrangements can be made to insure the presence of a Nassau County inspector during the striping operation. No work shall be performed without the presence of a Nassau County representative and /or without the coordination of the project manager in special circumstances.

17) Working Hours

The Contractor shall be advised that the normal working hours for Nassau County Field Personnel is based on a eight (8) hour shift, 8am to 4:30pm. Any change in time shift must meet with the Department approval.

18) Federal Funding Eligible

The Contractor should be aware that this project is eligible for Federal Aid Reimbursement and that there are specific Federal and State requirements detailed in this contract text that must be adhered to. Therefore, procedures will conform to all Federal requirements for local Federal Aid projects, as well as New York State administered requirements to local governments.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:
A small yield line symbol shall have a base dimension of one foot.
A large yield line symbol shall have a base dimension of two feet.
Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLICATING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applicating equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applicating equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

Mobile applicating equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.

2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.

3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.

4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.

5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.

6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy Reflectorized Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy Reflectorized Pavement Markings

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibilty (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibilty beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

   Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

   Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

   Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

   Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

   The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

   After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches) X Feet}}{\text{4 inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

PAY ITEM NO.	***DESCRIPTION***	***PAY UNIT***
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

685.07150210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy Reflectorized Pavement Stripes – 15 mils (Wet Night Visibility Spheres)	Foot
685.07150710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 15 mils (Wet Night Visibility Spheres)	Each
685.07150910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 15 mils (Wet Night Visibility Spheres)	Each
685.07200110	White Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200210	White Epoxy Reflectorized Pavement Letters – 20 mils (Wet Night Visibility Spheres)	Each
685.07200310	White Epoxy Reflectorized Pavement Symbols – 20 mils (Wet Night Visibility Spheres)	Each
685.07200410	White Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

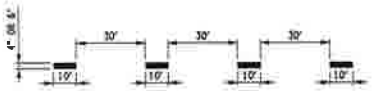
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

685.07200610	Yellow Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each

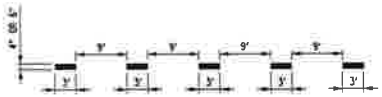
NO TEXT ON THIS PAGE



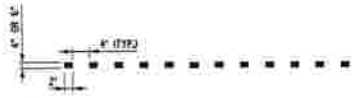
NORMAL LANE LINE (xLL)
NORMAL EDGE LINE (xEL)



NORMAL BROKEN LANE LINE (xBLL)



NORMAL DOTTED LANE LINE (xDLL)



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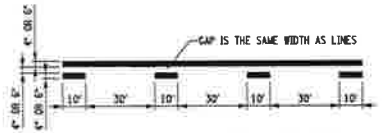
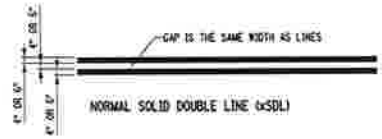


NORMAL SOLID LINE AND NORMAL BROKEN LINE (ySBL)
(ONLY ALLOWED IN YELLOW)



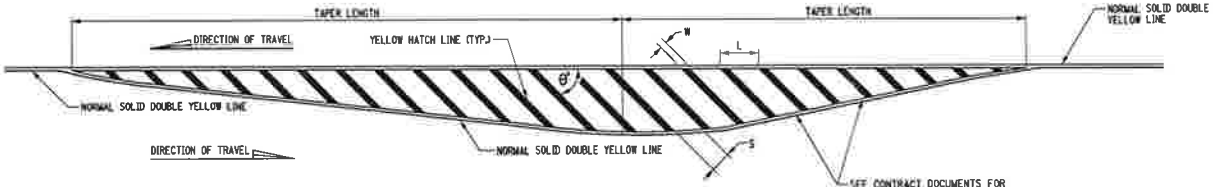
NORMAL SOLID DOUBLE LINE (xSDL)

PAVEMENT MARKING LINE NOTES:

L1. EDGE LINES ON ALL RURAL, HIGH SPEED HIGHWAY SEGMENTS WITH POSTED SPEEDS OF 45 MPH OR MORE SHALL BE 6". ALSO, NORMAL PAVEMENT MARKING LINES SHALL BE 6" ON FREEWAYS AND EXPRESSWAYS AND ON RAMPS TO AND FROM FREEWAYS AND EXPRESSWAYS, AND WHERE SPECIFIED IN THE CONTRACT DOCUMENTS. AT ALL OTHER LOCATIONS NORMAL PAVEMENT MARKING LINES SHALL BE 4". WIDE PAVEMENT MARKING LINES SHALL BE TWICE AS WIDE AS NORMAL LINES ON THE SAME HIGHWAY. CHANNELIZING LINES ARE THE SAME WIDTH AS WIDE LINES.

L2. PAVEMENT MARKING LINE CODES MAY BE SHOWN ON THE PLANS. DESIGNATIONS:

"W"=WHITE "Y"=YELLOW "WIDE"=WIDE

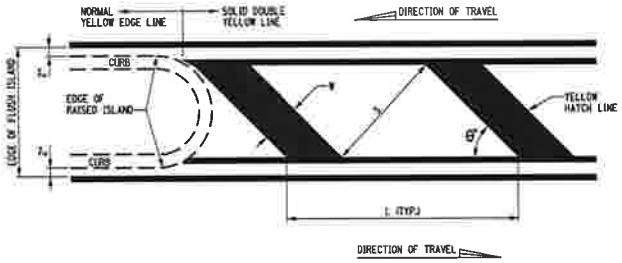


CROSS HATCHED ISLAND DETAIL
SHOWN FOR RADIUS TAPER
STRAIGHT TAPER STRIPING SIMILAR

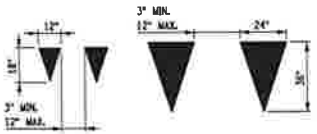
POSTED SPEED ≥ 45 MPH				
TYPE	W	θ°	S	L
A	1'	30°	3'	8'
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

POSTED SPEED < 45 MPH				
TYPE	W	θ°	S	L
A	8"	30°	2'	5'-4"
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

CROSS HATCH LINE DIMENSIONS
NOTE: TYPE SHALL BE AS PER PLAN. DEFAULT VALUE IS TYPE C UNLESS OTHERWISE SHOWN.



TYPICAL CROSS HATCH LINE DETAIL AT FLUSH OR RAISED ISLANDS AND AT MEDIAN AREAS



YIELD LINE MARKINGS
(EACH TRIANGLE PAID FOR SEPARATELY)

GENERAL PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE IN THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAIL).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT. LANE LINES ON ROADWAYS WHICH ARE WIDER THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES, SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS.

   AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR WITH EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. THE REGIONAL TRAFFIC ENGINEER WILL REVIEW AND APPROVE ANY CHANGES TO THE PAVEMENT MARKING PLANS PRIOR TO FINAL INSTALLATION. CHANGES SHALL BE SUBMITTED TWO WEEKS PRIOR TO INSTALLATION.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS
(SHEET 1 OF 9)

APPROVED AUGUST 21, 2018
/S/ ROBERT LIMOGES P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EI 18-008

685-01

STANDARD SHEETS , September 01, 2022

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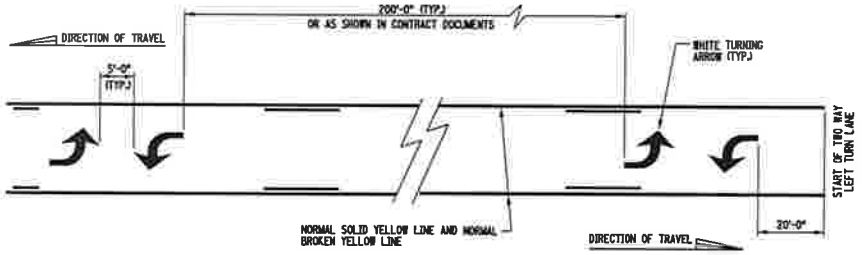
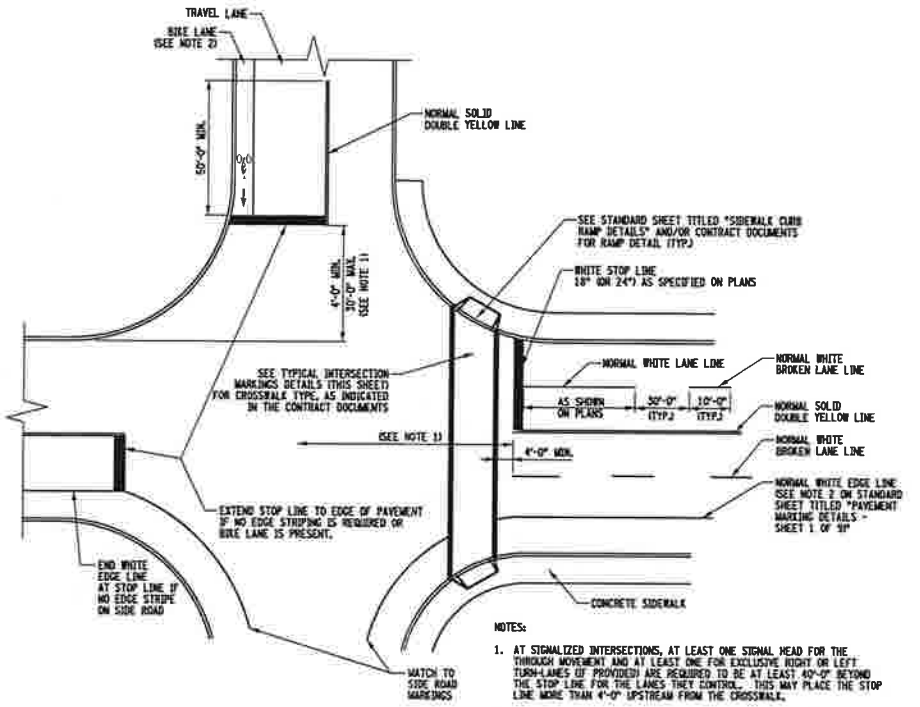


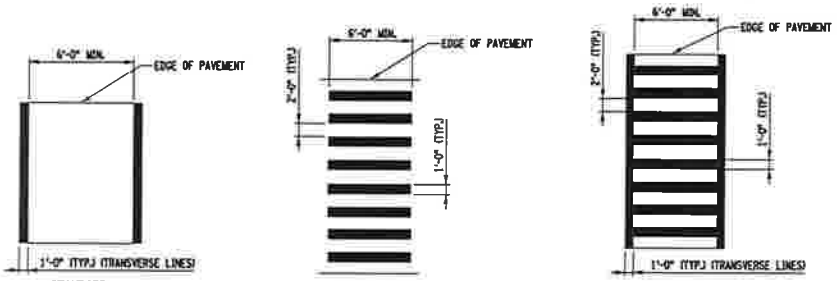
TWO-WAY LEFT TURN LANE DETAIL



TYPICAL INTERSECTION MARKINGS

NOTES:

1. AT SIGNALIZED INTERSECTIONS, AT LEAST ONE SIGNAL HEAD FOR THE THROUGH MOVEMENT AND AT LEAST ONE FOR EXCLUSIVE RIGHT OR LEFT TURN-LANES (IF PROVIDED) ARE REQUIRED TO BE AT LEAST 40'-0" BEYOND THE STOP LINE FOR THE LANES THEY CONTROL. THIS MAY PLACE THE STOP LINE MORE THAN 4'-0" UPSTREAM FROM THE CROSSWALK.
2. DISCONTINUE BIKE LANE MARKINGS AT LEAST 100'-0" BEFORE INTERSECTION IF NO MARKED BIKE LANE IS PRESENT DOWNSTREAM.



STANDARD TYPE S

LADDER BAR TYPE L

COMBINED TYPE LS

TYPICAL CROSSWALK DETAILS

NOTES:

1. ALL CROSSWALK MARKINGS SHALL BE WHITE.
2. TYPE "L" AND TYPE "LS" CROSSWALKS SHALL HAVE THE LONGITUDINAL LINES PARALLEL TO THE LANE LINES.

1. SEE STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR LINE LAYOUT AND DIMENSIONS (EXCEPT AS NOTED).
2. REFER TO STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR GENERAL NOTES.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 2 OF 9)

APPROVED SEPTEMBER 24, 2012

/S/ TODD B. WESTHUIS, P.E.

ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

ERRATA 1 EFF. 05-01-2021
ISSUED WITH EB 21-006

STANDARD SHEETS , September 01, 2022

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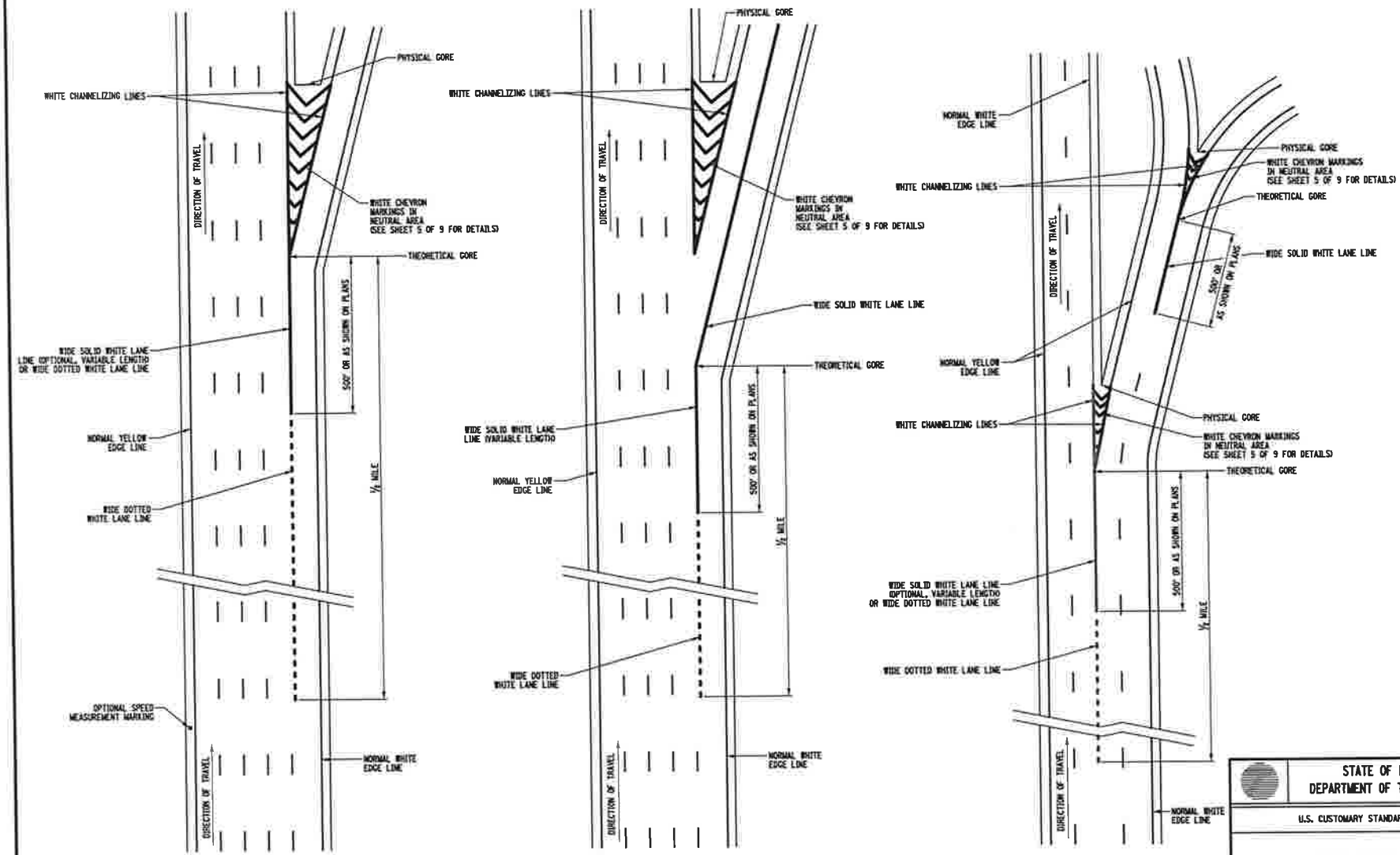

LANE DROP AT A SINGLE LANE EXIT RAMP

LANE DROP AT A MULTI-LANE EXIT RAMP WITH OPTION LANE

TWO-LANE DROP AT AN EXIT RAMP

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 3 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

STANDARD SHEETS, September 01, 2022

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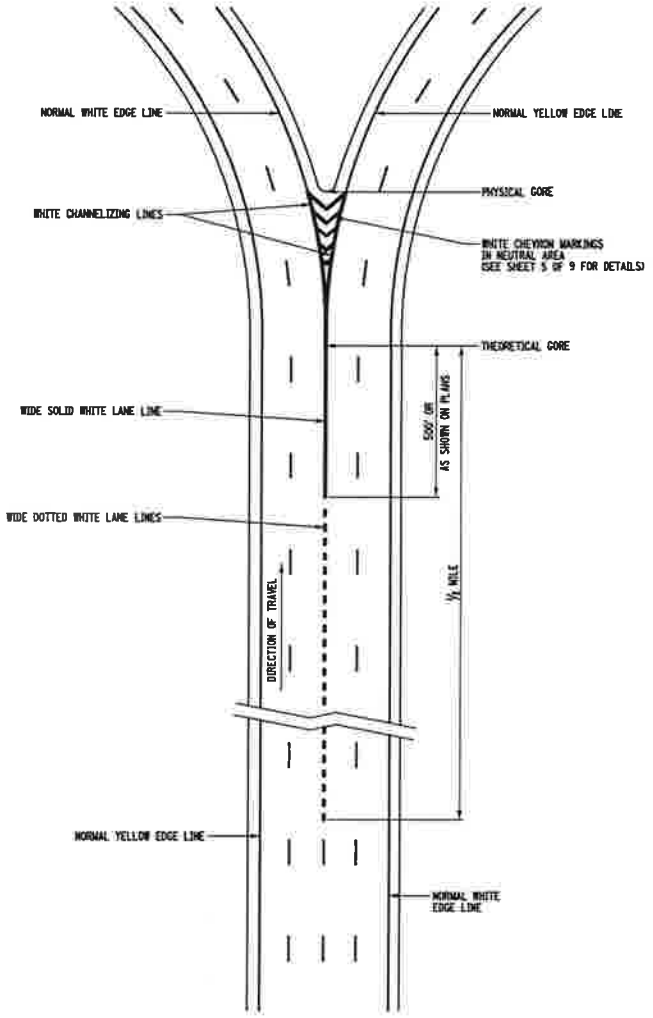
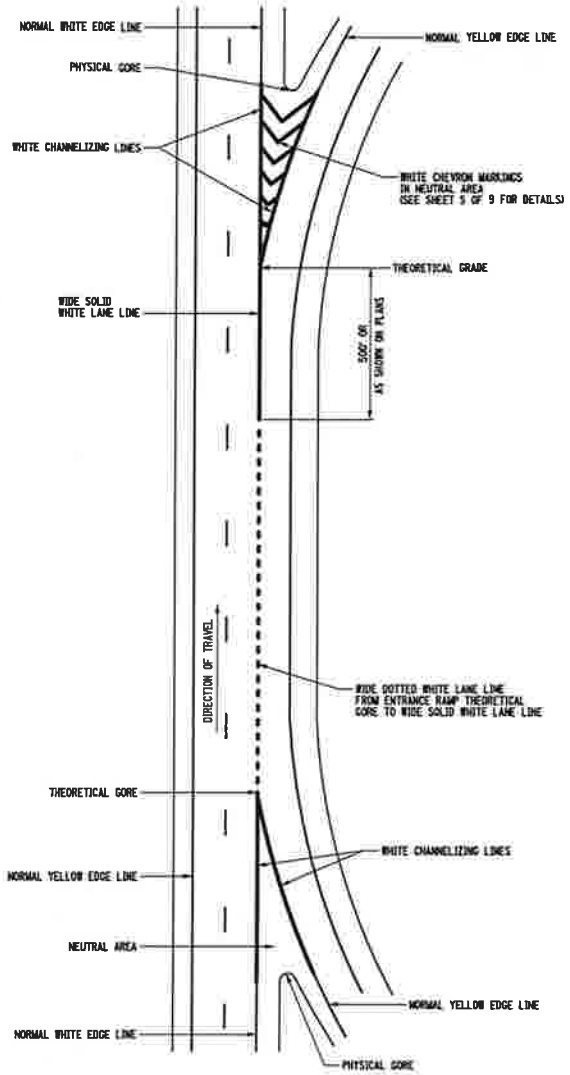


ROUTE SPLIT WITH DEDICATED LANES



AUXILIARY LANE AT CLOSELY SPACED RAMPS

NOTE: USE THIS DETAIL WHERE DISTANCE FROM THEORETICAL GORE OF ENTRANCE RAMP TO THEORETICAL GORE OF EXIT RAMP IS LESS THAN OR EQUAL TO 3/4 MILE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 4 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

STANDARD SHEETS , September 01, 2022

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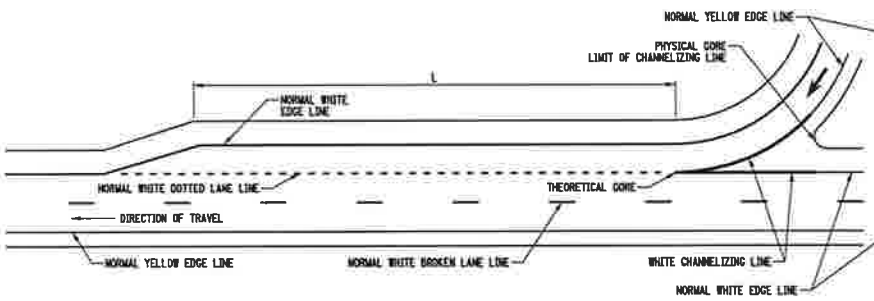
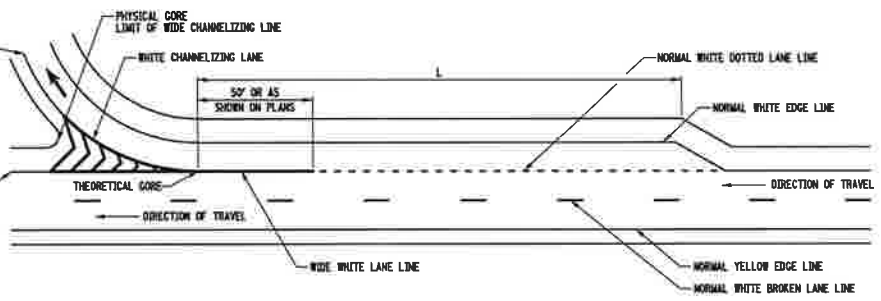
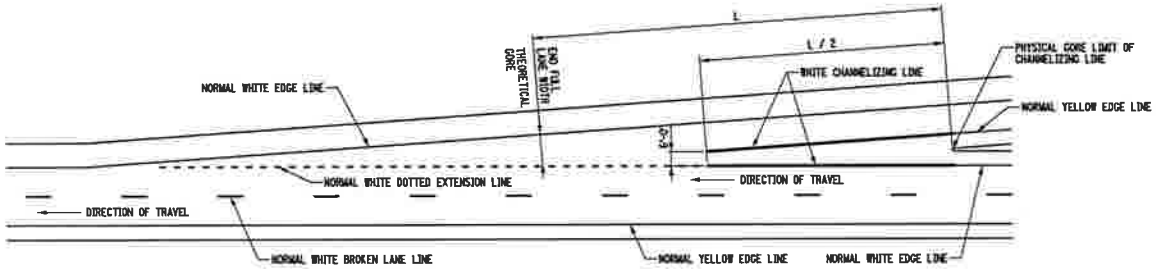


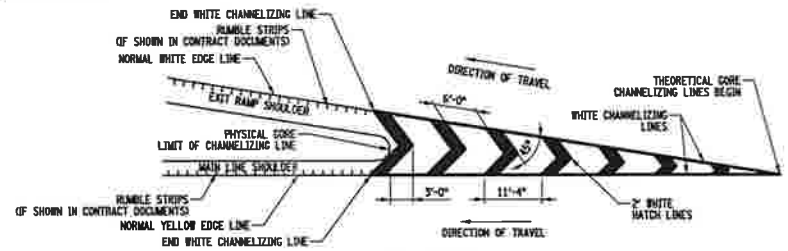
PARALLEL ACCELERATION LANE



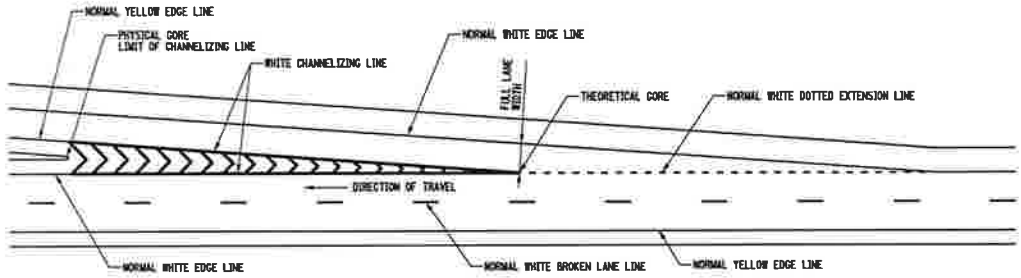
PARALLEL DECELERATION LANE



TAPERED ACCELERATION LANE



EXIT / DIVERGE
TYPICAL HATCH LINE AT GORE



TAPERED DECELERATION LANE

1. SEE STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR LINE LAYOUT AND DIMENSIONS. (EXCEPT AS NOTED)
2. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 5 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

STANDARD SHEETS , September 01, 2022

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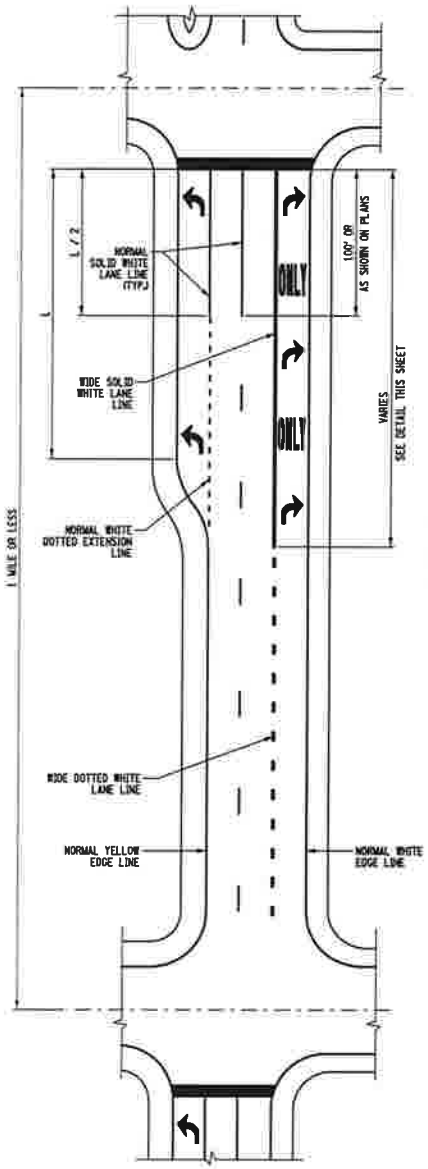
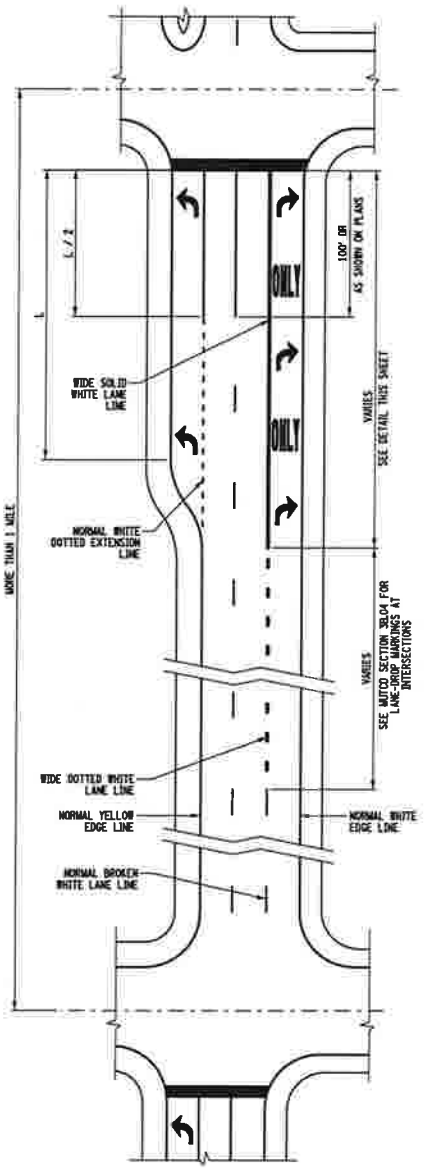
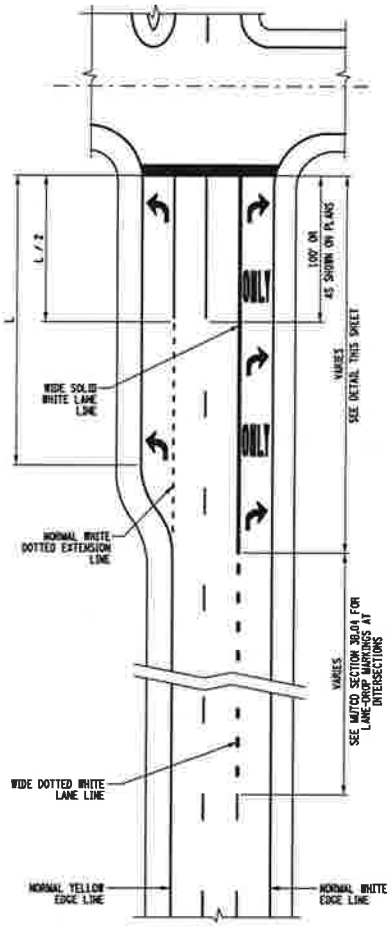


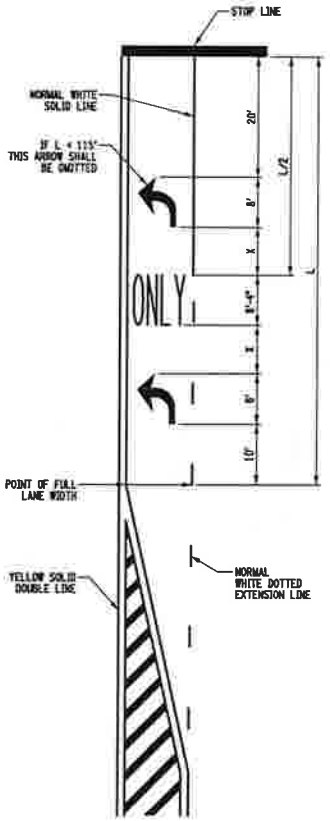
AUXILIARY LANE BETWEEN INTERSECTIONS
LESS THAN OR EQUAL TO 1 MILE APART



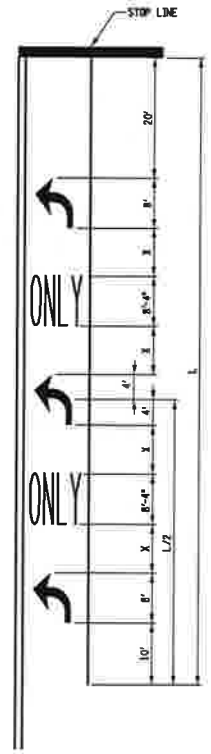
AUXILIARY LANE BETWEEN INTERSECTIONS
GREATER THAN 1 MILE APART



LANE DROP AT INTERSECTION



LANE USE ARROW PLACEMENT
L ≤ 200'



LANE USE ARROW PLACEMENT
200' < L ≤ 400'

SYMBOL SPACING NOTES:

S1. SPACING BETWEEN ARROWS AND "ONLY" CO IS 32' MIN. AND 80' MAX. LOWER SPEED ROADS SHOULD HAVE CLOSER SPACING THAN HIGHER SPEED ROADS.

S2. IF L < 75' OR L > 400', REFER TO CONTRACT DOCUMENTS OR REGIONAL TRAFFIC SAFETY AND MOBILITY GROUP FOR GUIDANCE ON SPACING OF ARROWS AND "ONLY".

S3. ON AN UNCONTROLLED APPROACH (NO STOP SIGN, YIELD SIGN, OR TRAFFIC SIGNAL) OMIT STOP LINE.

S4. IF INTERSECTION LANE CONTROL SIGNS (EG. R3-5) ARE NOT PROVIDED FOR THE LANE, THE "ONLY" MARKINGS SHALL BE DELETED.

S5. ARROWS AND "ONLY" TO BE CENTERED IN THE LANE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 6 OF 9)

ERRATA 1 EFF. 01/09/2014
ISSUED WITH EB 13-042

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APPROVED: OCTOBER 23, 2013
/S/ TODD B. WESTHUIS, P.E.
DEPUTY CHIEF ENGINEER: TRAFFIC, SAFETY AND MOBILITY (ACTING)

ISSUED UNDER EB 12-036

685-01

STANDARD SHEETS , September 01, 2022

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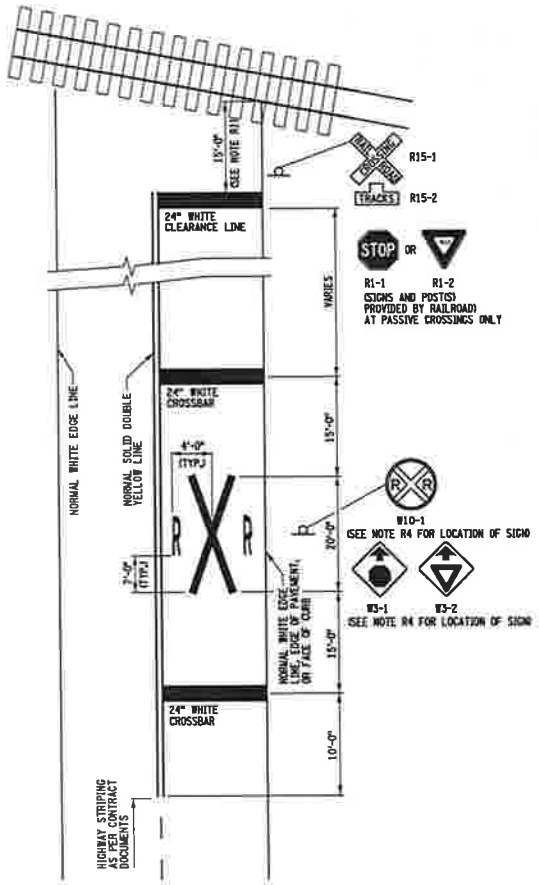
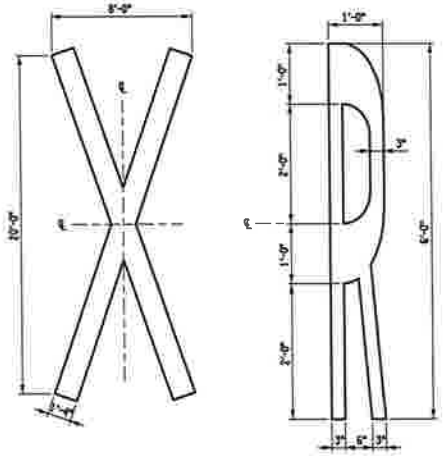


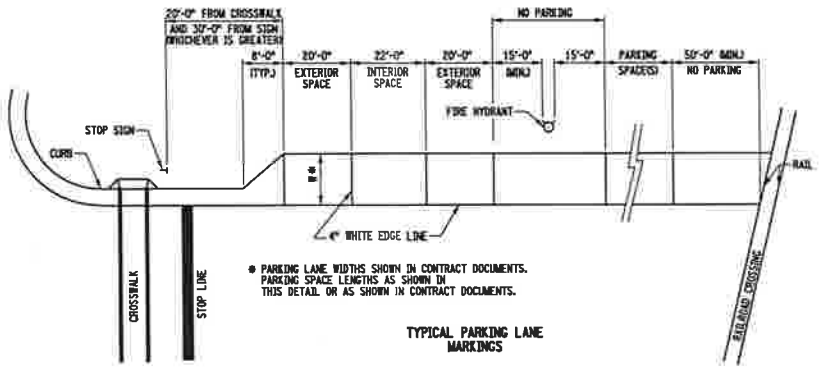
RAILROAD GRADE CROSSING MARKINGS AND LAYOUT PLAN



(PAID AS 159' LINAR FEET)

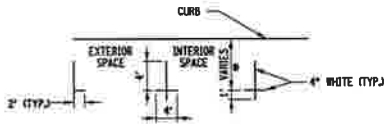
(PAID AS ONE SYMBOL)

RAILROAD GRADE CROSSING



* PARKING LANE WIDTHS SHOWN IN CONTRACT DOCUMENTS. PARKING SPACE LENGTHS AS SHOWN IN THIS DETAIL OR AS SHOWN IN CONTRACT DOCUMENTS.

TYPICAL PARKING LANE MARKINGS



ALTERNATE PARKING LANE MARKINGS (NO EDGE LINE)
(NOT TO SCALE)

RAILROAD GRADE CROSSING NOTES:

R1. WHERE THERE IS NO RAILROAD CROSSING GATE, THE CLEARANCE LINE SHOULD BE PERPENDICULAR TO THE ROADWAY, AND 15'-0" FROM THE NEAREST RAIL AT ITS CLOSEST POINT. WHERE THERE IS A GATE, THE CLEARANCE LINE SHOULD BE PARALLEL TO THE GATE IN ITS LOWERED POSITION, AND EITHER 15'-0" FROM THE NEAREST RAIL OR 8'-0" FROM THE GATE, WHICHEVER PLACES THE LINE FURTHER FROM THE CROSSING.

R2. ON A MULTI-LANE APPROACH, THE CLEARANCE LINE AND CROSSBARS SHALL EXTEND ACROSS ALL LANES, AND A "RXR" SYMBOL SHALL BE PLACED IN EACH LANE.

R3. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

R4. IF A W3-1 OR W3-2 SIGN IS NOT REQUIRED IN ADVANCE OF THE GRADE CROSSING, THE W10-1 SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4. IF A W3-1 OR W3-2 SIGN IS REQUIRED IN ADVANCE OF A GRADE CROSSING, IT SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4 AND THE W10-1 SIGN SHALL BE LOCATED APPROXIMATELY 200'-0" IN ADVANCE OF THE W3-1 OR W3-2 SIGN.

R5. A PORTION OF THE "RXR" MARKING MUST BE OPPOSITE THE W10-1 SIGN. 24" WHITE CROSS BARS ARE PLACED IN RELATION TO "RXR" MARKING. THE DISTANCE TO CLEARANCE LINE WILL VARY.

R6. NORMAL SOLID DOUBLE YELLOW LINE TO BEGIN A MINIMUM OF 10'-0" UPSTREAM OF FIRST 24" WHITE CROSS BAR.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 7 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041	/S/ TODD B. WESTHUIS, P.E.	685-01
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041	ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	

STANDARD SHEETS , September 01, 2022

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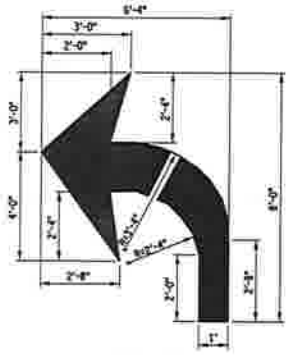
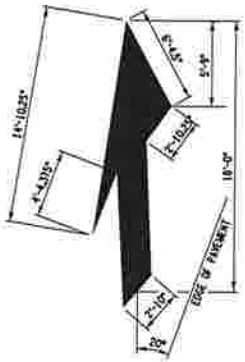
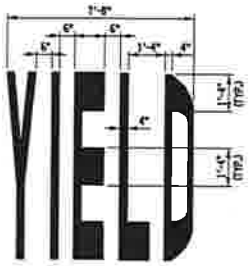


TURNING ARROW
(PAID AS ONE SYMBOL)



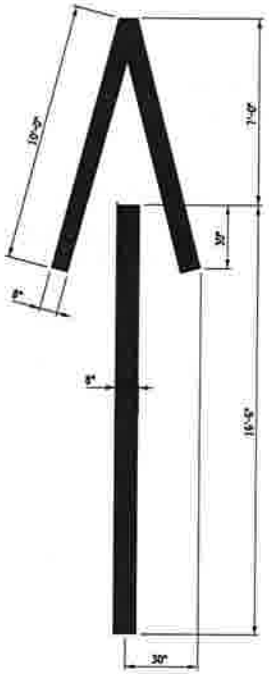
LANE REDUCTION ARROW
(PAID AS ONE SYMBOL)



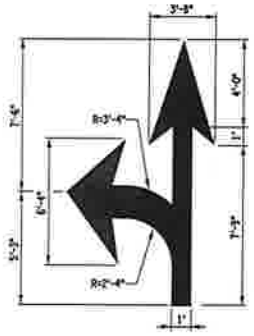
"YIELD" LETTERS
SEE NOTE
(PAID AS FIVE LETTERS)



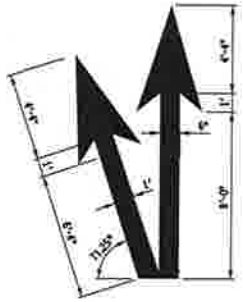
HANDICAPPED PARKING SYMBOL
(PAID AS ONE SYMBOL)



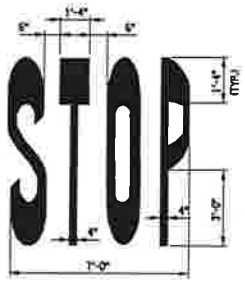
RAMP ARROW
(PAID AS 74 LINEAR FEET)



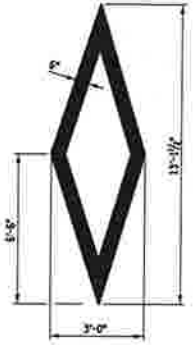
TURNING/STRAIGHT ARROW
FOR SHARED LANE
(PAID AS ONE SYMBOL)



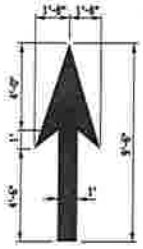
DIVERGE ARROW
(PAID AS ONE SYMBOL)



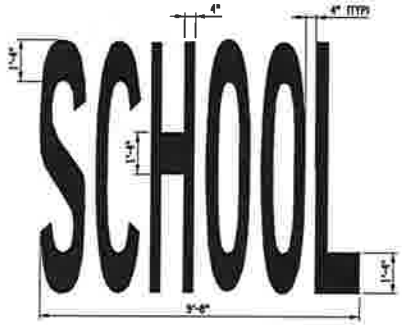
"STOP" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)



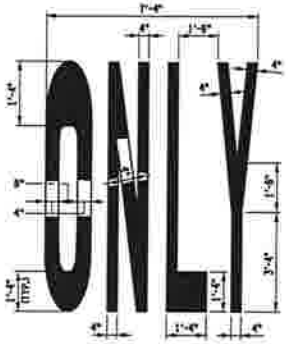
PREFERENTIAL LANE SYMBOL
(PAID AS 33 LINEAR FEET)



STRAIGHT ARROW
(PAID AS ONE SYMBOL)



"SCHOOL" LETTERS
SEE NOTE
(PAID AS SIX LETTERS)



"ONLY" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)

NOTES:

UNLESS OTHERWISE SHOWN
LETTER HEIGHT = 8'-4"
LETTER WIDTH = 1'-4"
SPACING = 8"
USE EQUAL SPACING BETWEEN LETTERS AND CENTER ENTIRE SYMBOL IN LANE)

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 8 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012 /S/ TODD B. WESTHUIS, P.E. ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	ISSUED UNDER EB 12-036 685-01
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041		
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041		

STANDARD SHEETS , September 01, 2022

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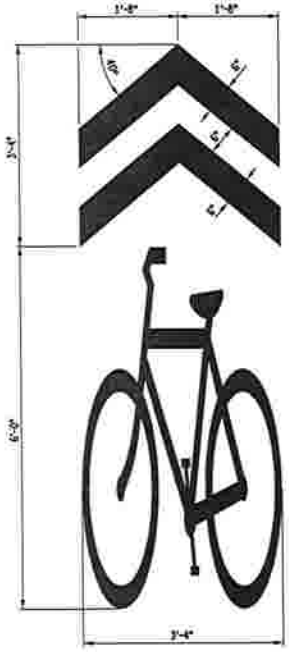
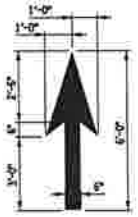


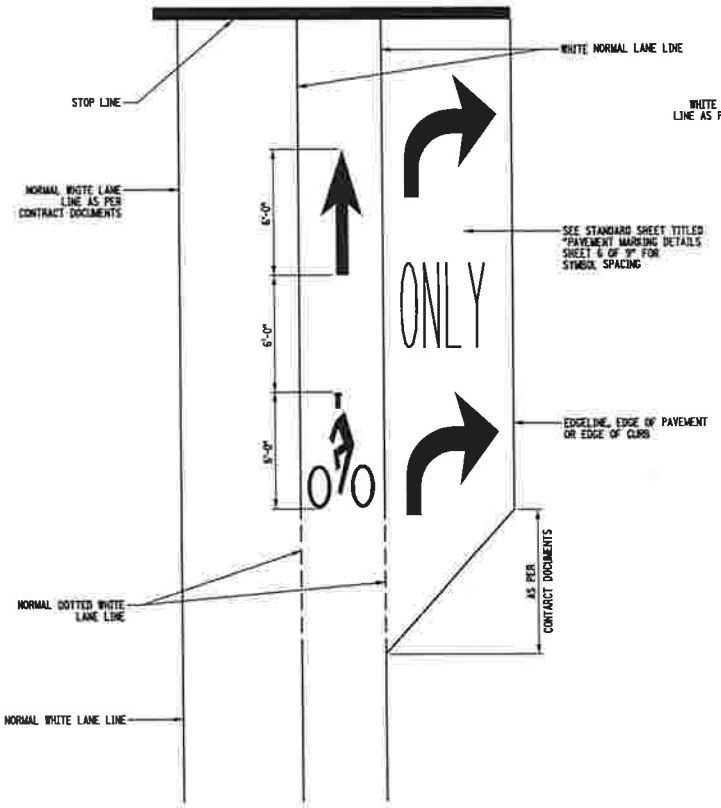
SHARED LANE USE MARKING DETAIL
(CHEVRON PAID AS 14 LINEAR FEET)
(BICYCLE PAID AS ONE SYMBOL)



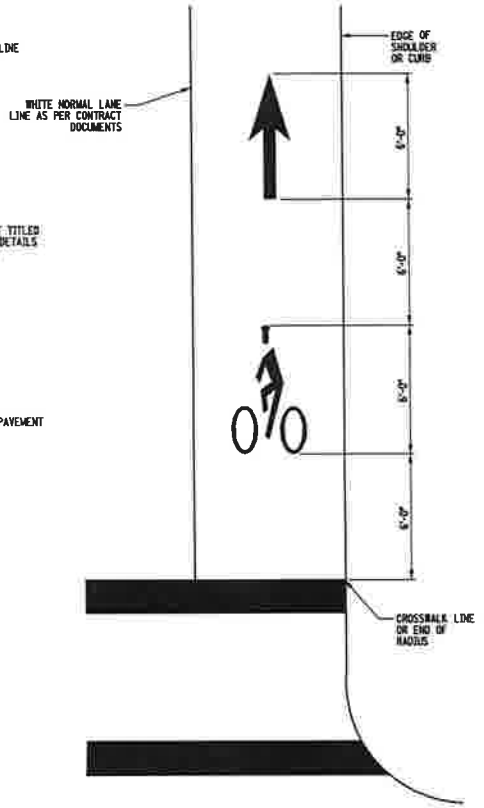
BICYCLE ARROW



BICYCLE DETECTOR MARKER
(BICYCLE AND ARROW COMBINATION PAID AS ONE SYMBOL)



BICYCLE LANE MARKING
ADJACENT TO RIGHT TURN LANE



BICYCLE LANE MARKING



BICYCLE SYMBOL
(PAID AS ONE SYMBOL)

BICYCLE LANE MARKING NOTES:

B1. CENTER SYMBOL IN BICYCLE LANE OR SHOULDER.

B2. PLACE BICYCLE LANE ARROW AND SYMBOL DOWNSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

- PLACE BICYCLE SYMBOL AT 1320'-0" SPACING ALONG BICYCLE LANE OR AS INDICATED IN THE CONTRACT DOCUMENTS.
- PLACE BICYCLE LANE ARROW AND SYMBOL 200'-0" UPSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

B3. MARKINGS AS PER THE DIRECTIONS OF THE REGIONAL OFFICE OF TRAFFIC SAFETY AND MOBILITY GROUP OR AS PER PLAN. SIGNS SHALL BE USED WITH THE BICYCLE LANE.

ERRATA 4 EFF. 09-01-2022 ISSUED WITH EB 22-037	NEW YORK STATE OF OPPORTUNITY. Department of Transportation
ERRATA 3 EFF. 05-01-2021 ISSUED WITH EB 21-006	U.S. CUSTOMARY STANDARD SHEET
ERRATA 2 EFF. 01-01-2020 ISSUED WITH EB 19-041	PAVEMENT_MARKING_DETAILS (SHEET 9 OF 9)
ERRATA 1 EFF. 01-01-2018 ISSUED WITH EB 17-041	APPROVED SEPTEMBER 24, 2012 /S/ TODD B. WESTHUIS, P.E. ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY — ISSUED UNDER EB 12-036 685-01

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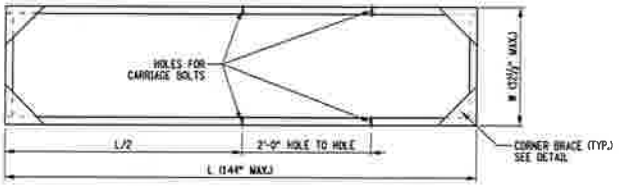
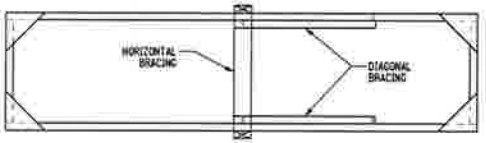
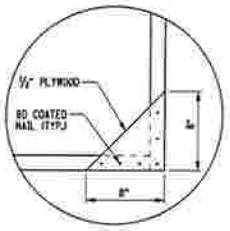


BOTTOM FRAME
TOP VIEW



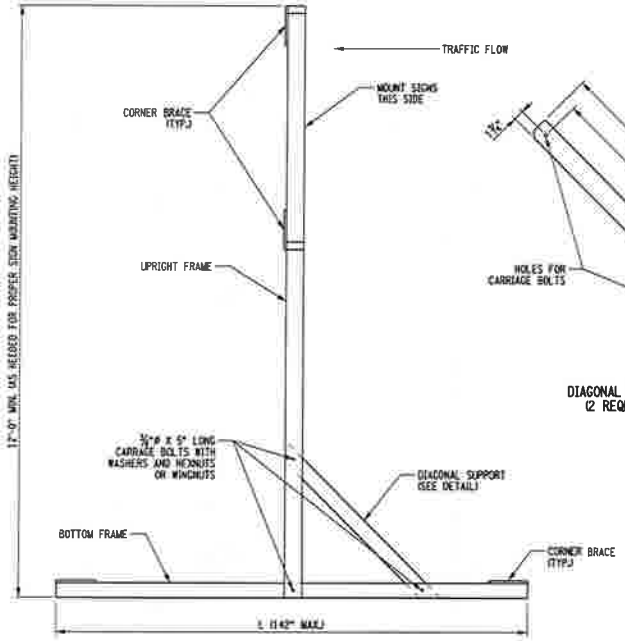
TEMPORARY WOODEN SIGN STAND
TOP VIEW



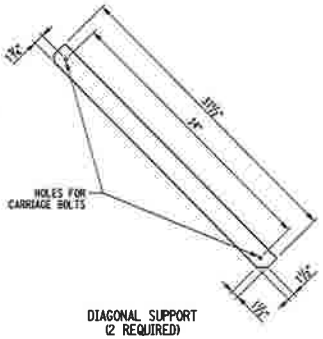
CORNER BRACE DETAIL
(TO BE USED ON UPRIGHT AND BOTTOM FRAMES)

NOTES:

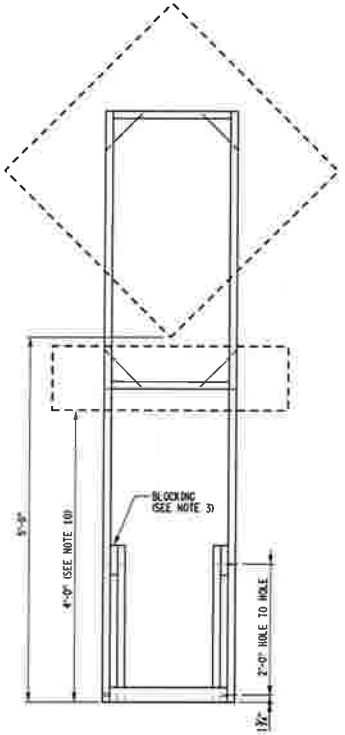
1. ALL LUMBER SHALL BE 2 X 4 DIMENSIONAL LUMBER. CONNECT FRAME MEMBERS WITH 2 EACH 12D COATED NAILS.
2. ALL HOLES SHALL BE DRILLED IN CENTERLINE OF FRAME MEMBERS AND DIAGONAL BRACES.
3. 6" BLOCK SPACER MAY BE USED BETWEEN DIAGONAL BRACE AND VERTICAL SUPPORT.
4. CONNECT FRAME CORNER BRACES TO FRAME MEMBERS WITH 6 EACH - 8D COATED NAILS. (3 NAILS INTO EACH FRAME MEMBER).
5. UPRIGHT FRAME MOUNTS ON THE OUTSIDE OF THE BOTTOM FRAME.
6. PAINT SIGN SUPPORT WITH 2 COATS OF WHITE PAINT.
7. DIAGONAL SUPPORTS MOUNT INSIDE BOTH UPRIGHT AND BOTTOM FRAMES. ALL UPRIGHT DIAGONAL BRACING SHALL BE SLOPED SUCH THAT BRACING COLLAPSES DOWNWARD UPON IMPACT BY A VEHICLE.
8. A SINGLE LAYER OF BALLAST PLACED ON THE BOTTOM FRAME MAY BE USED TO PREVENT SIGNS FROM TIPPING OVER FROM WIND AND VEHICLE GUSTS.
9. NO HORIZONTAL BRACING ALLOWED BETWEEN 2' AND 5' ON UPRIGHT VERTICALS, MEASURED FROM THE BOTTOM OF THE SKID BASE.
10. 5' MINIMUM SIGN MOUNTING HEIGHT, MEASURED FROM THE BOTTOM OF THE SKID BASE TO THE BOTTOM OF THE SIGN. VERTICAL SUPPORTS SHALL BE TALL ENOUGH TO ALLOW FOR HIGHER MOUNTING HEIGHTS FOR THOSE LOCATIONS REQUIRED BY THE MUTCD (I.E. SIDEWALKS, ROADSIDE PARKING AND EMBANKMENTS).
11. CONNECTIONS ALLOW FOR THE FOLDING, TRANSPORT AND STORAGE OF THE SUPPORT. WHEN FOLDED IN THE DOWN POSITION WITHIN THE CLEAR ZONE, THE MAXIMUM ASSEMBLY HEIGHT SHALL NOT EXCEED 4". SIMILAR NON-FOLDING SUPPORTS SHALL BE STORED OUTSIDE THE CLEAR ZONE OR BEHIND A BARRIER.
12. L = LENGTH OF BOTTOM FRAME.
W = WIDTH OF BOTTOM FRAME.



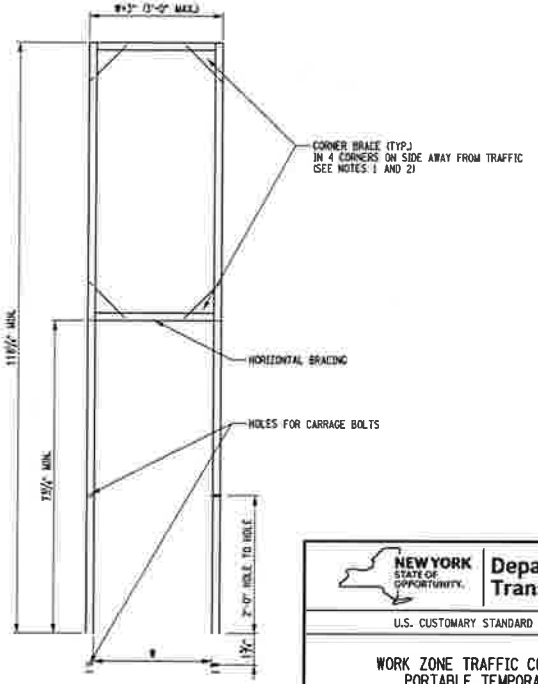
TEMPORARY WOODEN SIGN STAND
SIDE VIEW



DIAGONAL SUPPORT
(2 REQUIRED)



TEMPORARY WOODEN SIGN STAND
FRONT VIEW



UPRIGHT FRAME
FRONT VIEW

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL PORTABLE TEMPORARY WOODEN SIGN SUPPORT

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-004

USC SEPTEMBER 01, 2022

FILE NAME = 619-004.dgn
DATE/TIME = 8/24/2021 14:31
USER = dbarwright

GENERAL NOTES

1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.
2. PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE FIVE (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.
3. THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.
4. STANDARD SHEET 619-503 MAY BE USED FOR AN OFFSITE DETOUR SETUP FOR BOTH LONG TERM AND SHORT TERM WORK DURATIONS.
5. FOLLOW REGIONAL HIGH-VOLUME RESTRICTIONS. CONSULT WITH DOT ENGINEER IF EXCEPTION NEEDED.
6. PLAN AHEAD TO AVOID CONFLICTING WORK ZONES. CHECK FOR CONSTRUCTION PROJECTS, CLOSURES, & RESTRICTIONS AT WWW.511NY.ORG, WWW.DOT.NY.GOV/PROJECTS, AND WITH DOT ENGINEER.
7. DOCUMENT AND REPORT WORK ZONE INCIDENTS USING EITHER THE DEPARTMENT'S WORK ZONE INCIDENT FORM, OR THE CONSTRUCTION INCIDENT REPORTING SYSTEM, AS APPROPRIATE.
8. CONSIDER CLOSURE WIDTH & CLEAR WIDTH FOR WIDE VEHICLES ON WIDE LOAD ROUTES.

ACTIVITY AREA

1. A 500' MINIMUM LONGITUDINAL DISTANCE SHALL BE MAINTAINED BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

SIGNS

1. THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.
2. FOR LONG TERM WORK DURATIONS, ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.
3. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
4. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET OR OMMITED WITH THE APPROVAL OF THE DOT ENGINEER. LAYING THE SIGN DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.
5. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEE.
6. NYR9-12 SHALL BE USED IN PLACE OF NYR9-11 WHEN A REDUCED REGULATORY SPEED LIMIT SIGN IS AUTHORIZED.
7. RIGID AND FLEXIBLE "ROLL-UP" SIGNS MAY BE USED FOR MOBILE, SHORT DURATION AND SHORT-TERM STATIONARY WORK. RIGID SIGNS MUST BE MOUNTED AT LEAST 5 FEET ABOVE GRADE (7 FEET WHERE THERE ARE PEDESTRIANS OR PARKED CARS). FLEXIBLE SIGNS SHALL BE MOUNTED AT LEAST ONE FOOT ABOVE GRADE. MESH SIGNS SHALL NOT BE USED. USE RETRO REFLECTORIZED RIGID SIGNS FOR NIGHTTIME WORK.

CHANNELIZING DEVICES

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

PUBLIC ACCESS

1. PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY. FOR MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES. ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.
2. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

LANE CLOSURES

1. LANE CLOSURES SHALL BE LOCATED TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.
2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.
3. ARROW PANELS SHALL BE LEGIBLE CONTINUOUSLY FROM ANY POINT WITHIN THE ROADWAY (INCLUSIVE OF SHOULDERS) FROM 1,500 FEET IN ADVANCE OF THE LANE CLOSURE TAPER TO THE BEGINNING OF THE LANE CLOSURE TAPER.

LANE WIDTHS

1. UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS IS 11'. THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.
2. A WRITTEN NOTE SHALL BE PROVIDED TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

PROTECTIVE VEHICLES

1. A PROTECTIVE VEHICLE IS A LARGE DUMP TRUCK, A LARGE RACK TRUCK OR OTHER VEHICLE HAVING A GROSS WEIGHT OF AT LEAST 24,000 POUNDS. IF THE PROTECTIVE VEHICLE ENCROACHES INTO THE TRAVEL LANE, OR IF IT REMAINS ENTIRELY ON THE SHOULDER OF ANY HIGH SPEED ROAD (45 MPH OR HIGHER), IT SHALL BE EQUIPPED WITH A DEPLOYED TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA, SEE TABLE 011-01 ON SHEET 619-11). PROTECTIVE VEHICLES MAY BE LOADED WITH SAND, GRAVEL, OR FINE AGGREGATE AS BALLAST TO ENHANCE THE VEHICLE'S GROSS WEIGHT. ANY BALLAST ADDED TO ENHANCE THE VEHICLE'S GROSS WEIGHT SHALL BE SECURED AS NOT TO BECOME DISLODGED IF IMPACTED.
2. A PROTECTIVE VEHICLE USED IN A MOVING OPERATION IS REFERRED TO AS A SHADOW VEHICLE.
3. A PROTECTIVE VEHICLE USED IN A STATIONARY OPERATION IS REFERRED TO AS A BARRIER VEHICLE.
4. IN A MOVING OPERATION OR A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR, THE OPERATOR SHALL REMAIN IN THE PROTECTIVE VEHICLE WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
5. IN A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR, ONCE THE PROTECTIVE VEHICLE HAS BEEN APPROPRIATELY PLACED, IT SHOULD BE UNOCCUPIED. UNOCCUPIED VEHICLE SHALL BE POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING AND LANE TO MAINTAIN LANE DISCIPLINE AND TO STAY IN LANE IF STRUCK.
6. WHEN A PROTECTIVE VEHICLE IS USED IN ADVANCE OF EITHER MOVING OR STATIONARY OPERATIONS TO DISPLAY SIGN MESSAGES, IT IS REFERRED TO AS AN ADVANCE WARNING VEHICLE. ADVANCED WARNING VEHICLES MAY BE OCCUPIED OR UNOCCUPIED. WHEN SIGNS ARE MOUNTED ON AN ADVANCED WARNING VEHICLE, THEY SHALL NOT OBSTRUCT VISIBILITY OF ANY LIGHTS (TAILLIGHTS OR WARNING LIGHTS) OR SIDE-VIEW MIRRORS ON THE VEHICLE.
7. NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE PROTECTIVE VEHICLE AND THE ACTIVE WORK AREA (ROLL AHEAD DISTANCE).
8. PROTECTIVE VEHICLES MAY BE REQUIRED IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL, FOR CAPITOL CONSTRUCTION PROJECTS.
9. DIRECT VERBAL COMMUNICATION BETWEEN THE PROTECTIVE VEHICLES AND THE WORK VEHICLE(S) / EQUIPMENT SHALL BE UTILIZED WHERE AVAILABLE.

WORK DURATION DEFINITIONS

1. THERE ARE MAINLY FIVE WORK DURATIONS:
   - A. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.
   - B. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
   - C. SHORT-TERM IS STATIONARY DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
   - D. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.
   - E. MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES. IT IS USED FOR VEHICLE BASED OPERATIONS AND DOES NOT INVOLVE WORKERS ON FOOT. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.
2. SPECIAL OPERATIONS ARE WORK OPERATIONS THAT DO NOT FIT INTO ONE OF THE ABOVE FIVE CATEGORIES. SPECIAL OPERATIONS INCLUDE:
   - A. STOP AND GO OPERATIONS - WORK THAT COMPLETES WITHIN 5 MINUTES AND ALLOWS WORKERS ON FOOT.
   - B. OTHER OPERATIONS INCLUDING MOWING, MULCHING/HERBICIDE OPERATIONS, TEMPORARY ROAD/INTERSECTION CLOSURES, ETC.

ROADWAY TYPE DEFINITIONS

1. FREEWAY:
   - A. INTERSTATE: INTERREGIONAL HIGH-SPEED, HIGH-VOLUME, DIVIDED FACILITIES WITH COMPLETE CONTROL OF ACCESS.
   - B. PARKWAY: DIVIDED HIGHWAYS FOR NON-COMMERCIAL TRAFFIC WITH FULL CONTROL OF ACCESS, GRADE PARKWAY SEPARATIONS, INTERCHANGES, AND OCCASIONAL AT-GRADE INTERSECTIONS. PARKWAYS ARE DESIGNATED BY LAW.

ROADWAY TYPE DEFINITIONS (CONTINUED)

2. EXPRESSWAY: DIVIDED HIGHWAYS FOR THROUGH TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS. ALL FREEWAY STANDARD SHEETS ARE APPLICABLE TO EXPRESSWAY.
3. NON-FREEWAY:
   - A. MULTILANE DIVIDED HIGHWAY
   - B. MULTILANE UNDIVIDED HIGHWAY
   - C. TWO-LANE TWO-WAY ROADWAY

ALL NON-FREEWAYS CAN BE EITHER URBAN OR RURAL:

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA)
- *HIGH DENSITY DEVELOPMENT
- *ON-STREET PARKING
- *VARIED BUILDING SETBACKS
- *MULTI-STORY AND LOW-TO MEDIUM-RISE STRUCTURES FOR RESIDENTIAL
- *COMMERCIAL, AND EDUCATIONAL USES, STRUCTURES THAT ACCOMMODATE MIXED USES: COMMERCIAL, RESIDENTIAL, AND PARKING
- *LIGHT INDUSTRIAL, AND SOMETIMES HEAVY INDUSTRIAL, LAND USE
- *PROMINENT DESTINATIONS WITH SPECIALIZED STRUCTURES, E.G., LARGE THEATERS, SPORTS FACILITIES OR CONFERENCE CENTERS
- *HIGH LEVELS OF PEDESTRIAN AND BICYCLIST ACTIVITY, WITH NEARLY CONTINUOUS SIDEWALKS AND MARKED CROSSWALKS
- *HIGHER DENSITY OF TRANSIT STOPS AND ROUTES
- *DRIVEWAY DENSITIES GREATER THAN 25 DRIVEWAYS/MILE ON EACH SIDE OF THE ROAD
- *MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS/MILE OR GREATER
- *MAJOR COMMERCIAL DRIVEWAYS
- *HIGH DENSITY OF CROSS STREETS

RURAL: DOES NOT MEET MORE THAN ONE OF THE ABOVE CRITERIA.

NOTES FOR NIGHTTIME OPERATIONS:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL FROM THE DOT ENGINEER.

N10. SEE STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

N11. FLAGGERS SHALL USE A FLASHLIGHT WITH RED GLOW CONE/RED LED BATON FOR FLAGGING IN NON-ILLUMINATED FLAGGER STATIONS DURING NIGHTTIME OPERATIONS.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL GENERAL NOTES

APPROVED APRIL 8, 2022	ISSUED UNDER EI 22-008
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-010

USC SEPTEMBER 01, 2022

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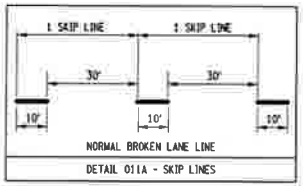
TABLE 011-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	DURATION	MOBILE (WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY, WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES) INCLUDES "STOP AND GO OPERATIONS OF 5 MINUTES OR LESS				SHORT DURATION (WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR)				SHORT TERM (DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD)				INTERMEDIATE TERM (WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS OR NIGHT TIME WORK LASTING MORE THAN 1 HOUR)				LONG TERM (WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 CONSECUTIVE DAYS)			
	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]																				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND
P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY
TMIA: TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA) REQUIRED
NA: NOT APPLICABLE

NOTES
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED



DETAIL 011A - SKIP LINES

TABLE 011-02: TAPER LENGTHS & NUMBER OF CONES CHART

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)									SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — FOR SHOULDER WIDTH		
	4	5	6	7	8	9	10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	200/5/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	120/3/4	160/4/5	160/4/5	200/5/6	240/6/7	240/6/7	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	200/5/6	240/6/7	280/7/8	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	200/5/6	240/6/7	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	240/6/7	280/7/8	320/8/9	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
60	240/6/7	320/8/9	360/9/10	440/11/12	480/12/13	560/14/15	600/15/16	680/17/18	720/18/19	80/2/3	120/3/4	160/4/5
65	280/7/8	320/8/9	400/10/11	480/12/13	520/13/14	600/15/16	640/16/17	720/18/19	800/19/20	80/2/3	160/4/5	200/5/6

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLE 6H-4.
** THE NUMBER OF CHANNELIZING DEVICES SHOWN IS CALCULATED BASED ON A 40FT DEVICE SPACING, THE NUMBER OF CHANNELIZING DEVICES CAN BE ADJUSTED AS NECESSARY.

TABLE 011-03 LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE (FT.)/ * OF SKIP LINES
25	155 / 4
30	200 / 5
35	250 / 6
40	305 / 8
45	360 / 9
50	425 / 11
55	495 / 13
65	645 / 16

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-2.

TABLE 011-04: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES — MOVING OPERATION (BASED ON PROTECTIVE VEHICLE SPEED OF 15 MPH)		STATIONARY OPERATION	
	MIN	MAX	MIN	MAX
≥ 55	200/5	280/7	120/3	200/5
45 - 50	160/4	240/6	80/2	160/4
≤ 40	120/3	200/5	40/1	120/3

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLES HY-2 AND HYZ-8.

TABLE 011-05 FLARE RATES FOR POSITIVE BARRIER

TYPE OF POSITIVE BARRIER	POSTED SPEED LIMIT				
	35 MPH	40 MPH	50 MPH	55 MPH	65 MPH
TEMPORARY POSITIVE BARRIER	8:1	11:1	14:1	16:1	20:1
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1

TABLE 011-06 ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT.
** THIS TABLE IS THE SAME AS MUTCD TABLE HYGH-3.

TABLE 011-07 TAPER LENGTH FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L)
MERGING TAPER	L
SHIFTING TAPER	L/2
SHOULDER TAPER	L/3
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT. MIN -100 FT. MAX
DOWNSTREAM TAPER	50 FT. MIN -100 FT. MAX

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-3.

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	ARROW PANEL
	ARROW PANEL, CAUTION MODE
	ARROW PANEL TRAILER OR SUPPORT
	CHANGEABLE MESSAGE SIGN (PVMS)
	CHANNELIZING DEVICE
	CONE
	CRASH CUSHION/TEMPORARY IMPACT ATTENUATOR
	DIRECTION OF TEMPORARY TRAFFIC DETOUR
	DIRECTION OF TRAFFIC
	AUTOMATED FLAGGER ASSISTANCE DEVICE WITH OPERATOR
	FLAGGER
	FLAG TREE
	LUMINAIRE
	MOWER
	PARKWAY GRASS SHOULDER
	PAVEMENT MARKINGS THAT SHALL BE REMOVED FOR A LONG TERM PROJECT
PVMS	PORTABLE VARIABLE MESSAGE SIGN
	ADVANCE WARNING SIGN WITH ORANGE FLAGS
	TRAILER FOR ARROW PANEL OR PORTABLE VARIABLE MESSAGE SIGN (PVMS)

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	SIGN, TEMPORARY
	SPOTTER
	TEMPORARY POSITIVE BARRIER
	TEMPORARY POSITIVE BARRIER WITH WARNING LIGHTS
	TEMPORARY TRAFFIC SIGNAL HEAD
	TYPE III BARRICADE
	WARNING LIGHTS
	WORK AREA
	WORK VEHICLE
	WORK VEHICLE (MULCHING/HERBICIDE OPERATION)
	WORK VEHICLE (PAVEMENT MARKING)
	WORK VEHICLE (SIGNAL WORK)
	24,000LB PROTECTIVE VEHICLE WITH TRUCK/TRAILER MOUNTED ATTENUATOR (TMIA)
	24,000LB PROTECTIVE VEHICLE WITHOUT TRUCK/TRAILER MOUNTED ATTENUATOR

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL GENERAL TABLES AND LEGEND

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-011

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WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
EXIT	E5-1	C	———	72"X60"	72"X60"
	G20-1	A	36"X18"	48"X24"	48"X24"
	G20-2	A	36"X18"	48"X24"	48"X24"
	G20-4	A	36"X18"	———	———
	G20-5aP	A	24"X18"	36"X24"	36"X24"
22 22	M1-1	C	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
495	M1-1†	C	3 DIGITS 30"X24"	45"X36"	45"X36"
X XX	M1-4	B	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
XXX	M1-4†	B	3 DIGITS 30"X24"	45"X36"	45"X36"
NORTH	M3-1				
EAST	M3-2				
SOUTH	M3-3	SEE NOTE 3	24"X12"	36"X18"	36"X18"
WEST	M3-4				
	M4-8	A	24"X12"	36"X18"	36"X18"
	M4-8a	A	24"X18"	24"X18"	24"X18"
	M4-9 M4-9L M4-9R	A	30"X24"	48"X36"	48"X36"
	M4-9a	A	30"X24"	30"X24"	———
	M4-9b	A	30"X24"	30"X24"	———
	M4-9c	A	30"X24"	30"X24"	———
DETOUR	M4-10L	A	48"X18"	48"X18"	48"X18"
DETOUR	M4-10R				
	M5-1	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M5-2	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-1				
	M6-2				
	M6-3	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-4				
XX XX	NYM3-1	B	24"X24"	36"X36"	36"X36"
XXX	NYM3-2	B	30"X24"	45"X36"	45"X36"
XXX A	NYM3-3	B	30"X24"	45"X36"	45"X36"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
LEGAL DISPOSED WITH NO NEW ONE SPEEDING TICKETS	NYR9-11	B	24"X42"	48"X84"	48"X84"
FINES DOUBLED FOR SPEEDING IN WORK ZONES	NYR9-12	B	24"X36"	36"X54"	48"X72"
	NYW4-17	A	36"X36"	48"X48"	48"X48"
	NYW8-30	A	48"X24"	48"X24"	48"X24"
	NYW8-31	A	48"X24"	48"X24"	48"X24"
	NYW8-32	A	48"X24"	48"X24"	48"X24"
	NYW8-33	A	48"X24"	48"X24"	48"X24"
STOP	R1-1	D	36"X36"	36"X36"	48"X48"
YIELD	R1-2	E	36"X36"X36"	48"X48"X48"	60"X60"X60"
SPEED LIMIT XX	R2-1	B	24"X30" OR 30"X36" (SEE NOTE 5)	36"X48"	36"X48"
END WORK ZONE SPEED LIMIT	R2-11	B	24"X30"	36"X48"	36"X48"
END WORK ZONE SPEED LIMIT	R2-12	B	24"X36"	36"X54"	36"X54"
DO NOT PASS	R4-1	B	24"X30"	36"X48"	36"X48"
	R4-7	B	24"X30"	36"X48"	36"X48"
	R4-7c NARROW	B	18"X30"	———	———
	R4-8	B	24"X30"	36"X48"	36"X48"
	R4-8c NARROW	B	18"X30"	———	———
STAY IN LANE	R4-9	B	24"X30"	36"X48"	36"X48"
	R5-1	E	36"X36"	36"X36"	48"X48"
	R8-3	E	24"X24"	36"X36"	48"X48"
PEDESTRIAN CROSSWALK	R9-8	B	36"X18"	36"X18"	———
SIDEWALK CLOSED	R9-9	B	24"X12"	24"X12"	———
	R9-10	B	24"X12"	24"X12"	———
	R9-10L R9-10R	B	24"X12"	24"X12"	———
	R9-11L R9-11R	B	24"X18"	24"X18"	———
SIDEWALK CLOSED CROSS HERE	R9-11aL R9-11aR	B	24"X12"	24"X12"	———
STOP HERE ON RED	R10-6	B	24"X36"	24"X36"	———

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
ROAD CLOSED / BRIDGE CLOSED	R11-2	B	48"X30"	48"X30"	48"X30"
BRIDGE OUT	R11-2 (MOD.)				
ROAD CLOSED TO ALL TRAFFIC	R11-3a	B	60"X30"	60"X30"	———
	W1-4L W1-4R	A	36"X36"	48"X48"	48"X48"
	W1-4bL W1-4bR	A	36"X36"	48"X48"	48"X48"
	W1-4cL W1-4cR	A	36"X36"	48"X48"	48"X48"
	W1-6L	A	48"X24"	60"X30"	60"X30"
	W1-6R	A			
	W1-8L	A (NO BORDER)	18"X24"	30"X36"	30"X36"
	W1-8R	A (NO BORDER)			
	W3-1	A[4]	36"X36"	48"X48"	48"X48"
	W3-2	A[4]	36"X36"	48"X48"	48"X48"
	W3-3	A[4]	36"X36"	48"X48"	48"X48"
PROCEED WITH CAUTION	W3-4	A	36"X36"	48"X48"	48"X48"
	W3-5	A[4]	36"X36"	48"X48"	48"X48"
	W4-1L W4-1R	A	36"X36"	48"X48"	48"X48"
	W4-2L W4-2R	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	NYW23-1	A	36"X36"	48"X48"	48"X48"
	G20-5aP	6F.12	24"X18"	36"X24"	36"X24"
EXIT OPEN	E5-2	6F.28	48"X36"	48"X36"	48"X36"
EXIT CLOSED	E5-2a	6F.28	48"X36"	48"X36"	48"X36"

COLOR CODE LEGEND

CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. COLORS FOR DIRECTION PLAQUES, ADVANCE TURN ARROWS, AND DIRECTIONAL ARROWS SHALL MATCH THE ROUTE OR INTERSTATE SIGN THAT THEY SUPPLEMENT AS PER THE M.U.T.C.D.
4. MULTICOLORED SYMBOL IMPOSED ON SIGN WITH BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND.
5. FOR R2-1 SIGN LARGER DIMENSIONS SHALL BE USED WHEN SIGN FACES MULTIPLE LANES ON A CONVENTIONAL ROAD.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-012

USC SEPTEMBER 01, 2022

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USC SEPTEMBER 01, 2022

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USER = dbostwright

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W5-1	A	36"X36"	48"X48"	48"X48"
	W5-4	A	36"X36"	48"X48"	48"X48"
	W6-3	A	36"X36"	48"X48"	48"X48"
	W7-3aP	A	24"X18"	36"X30"	36"X30"
BUMP	W8-1	A	36"X36"	48"X48"	48"X48"
	W8-3	A	36"X36"	48"X48"	48"X48"
	W8-7	A	36"X36"	48"X48"	48"X48"
	W8-8	A	36"X36"	48"X48"	48"X48"
	W8-9	A	36"X36"	48"X48"	48"X48"
	W8-12	A	36"X36"	-------	-------
	W8-14	A	36"X36"	48"X48"	48"X48"
	W8-15	A	36"X36"	48"X48"	48"X48"
	W8-17	A	36"X36"	48"X48"	48"X48"
	W8-17p	A	24"X18"	30"X24"	30"X24"
	W8-23	A	36"X36"	48"X48"	48"X48"
	W8-24	A	36"X36"	48"X48"	48"X48"
	W9-3	A	36"X36"	48"X48"	48"X48"
	W11-1L* W11-1R	A OR F	36"X36"	36"X36"	-------
	W11-2L* W11-2R	F	36"X36"	36"X36"	-------
	W11-15L* W11-15R	F	36"X36"	36"X36"	-------
IN LANE	NYW5-32P*	A	24"X18"	24"X18"	-------

* A FLOURESCENT YELLOW-GREEN BACKGROUND COLOR SHALL BE USED FOR THIS SIGN PLAQUE.

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
XX	W13-1P	A	24"X24"	30"X30"	30"X30"
ON RAMP	W13-4	A	36"X36"	36"X36"	36"X36"
	W13-4P	A	48"X48"X36"	-------	-------
	W16-2P	A	24"X18"	30"X24"	-------
	W16-4P	SEE NOTE 3 A OR F	30"X24"	-------	-------
	W16-5PL W16-5PR	A	24"X18"	-------	-------
	W16-7PL W16-7PR	SEE NOTE 3 A OR F	24"X12"	30"X18"	-------
	W16-9P	SEE NOTE 3 A OR F	24"X12"	30"X18"	-------
	W20-1	A	36"X36"	48"X48"	48"X48"
	W20-2	A	36"X36"	48"X48"	48"X48"
	W20-3	A	36"X36"	48"X48"	48"X48"
	W20-4	A	36"X36"	48"X48"	48"X48"
	W20-5	A	36"X36"	48"X48"	48"X48"
	W20-5a	A	36"X36"	48"X48"	48"X48"
	W20-7	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W21-1	A	36"X36"	48"X48"	48"X48"
	W21-4	A	36"X18"	48"X24"	48"X24"
	W21-5	A	36"X36"	48"X48"	48"X48"
	W21-5aL W21-5aR	A	36"X36"	48"X48"	48"X48"
	W21-5bL W21-5bR	A	36"X36"	48"X48"	48"X48"
	W21-8	A	36"X36"	48"X48"	48"X48"
	W22-1	A	36"X36"	48"X48"	48"X48"
TURN OFF	W22-2	A	42"X36"	42"X36"	42"X36"
END RIGHTING ZONE	W22-3	A	42"X36"	42"X36"	42"X36"
	W23-1	A	48"X24"	48"X24"	48"X24"
	W23-2	A	36"X36"	48"X48"	48"X48"
	W24-1L W24-1R	A	36"X36"	48"X48"	48"X48"
	W24-1aL W24-1aR	A	36"X36"	48"X48"	48"X48"
	W24-1bL W24-1bR	A	36"X36"	48"X48"	48"X48"

COLOR CODE LEGEND	
CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

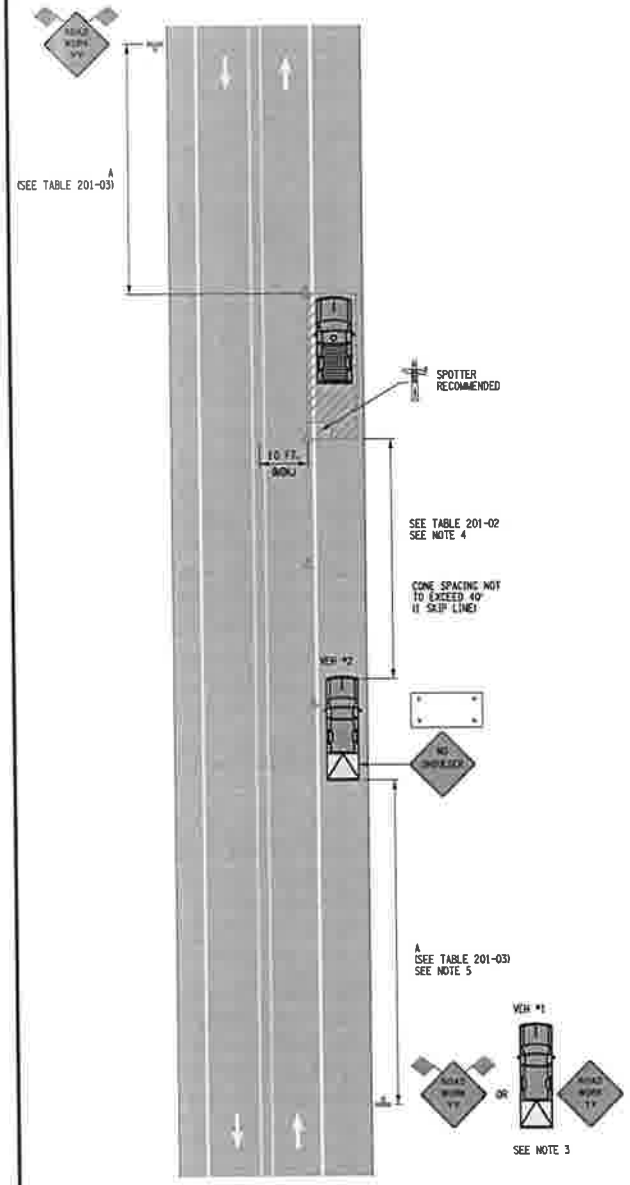
1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. WHEN USED IN CONJUNCTION WITH A BICYCLE SIGN (W11-1) OR PEDESTRIAN CROSSING (W11-2) COLOR CODE SHALL MATCH.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 2 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-012



RIGHT SHOULDER CLOSURE
(SHOULDER WIDTH ≥ 8')

NOT TO SCALE

TABLE 201-01: PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	P
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	P

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA= TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 201-02: ROLL AHEAD DISTANCE		
ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

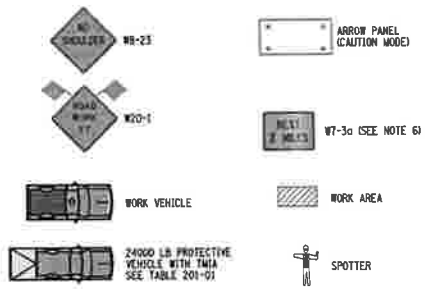
TABLE 201-03: ADVANCE WARNING SIGN SPACE		
ROAD TYPE	DISTANCE BETWEEN SIGNS	SIGN LEGEND
	A (FT.)	YY
URBAN (≤ 30 MPH*)	100	AHEAD
URBAN (35-40 MPH*)	200	AHEAD
URBAN (≥ 45 MPH*)	350	AHEAD
RURAL	500	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 201-04: REQUIRED SIGN SIZES*		
SIGN	NON-FREEWAY	FREEWAY
W7-3a	24x18	36x30
W8-23	36x36	48x48
W20-1	36x36	48x48
WARNING FLAG	18x18	18x18
*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. IF SHOULDER AREA BECOMES TOO NARROW FOR VEH #1 TO BE COMPLETELY ON THE SHOULDER, THE VEHICLE SHALL STAY ON THE WIDER SHOULDER AREA UNTIL THE OPERATOR CAN SAFELY DRIVE AROUND THE NARROW SHOULDER TO THE NEW SET-UP POINT.
4. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.
5. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
6. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH SIGN W20-1 WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
   - MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN
   - WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN



NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
RIGHT SHOULDER CLOSURE/LANE ENCROACHMENT
SHORT DURATION OPERATION

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-201

USC SEPTEMBER 01, 2022

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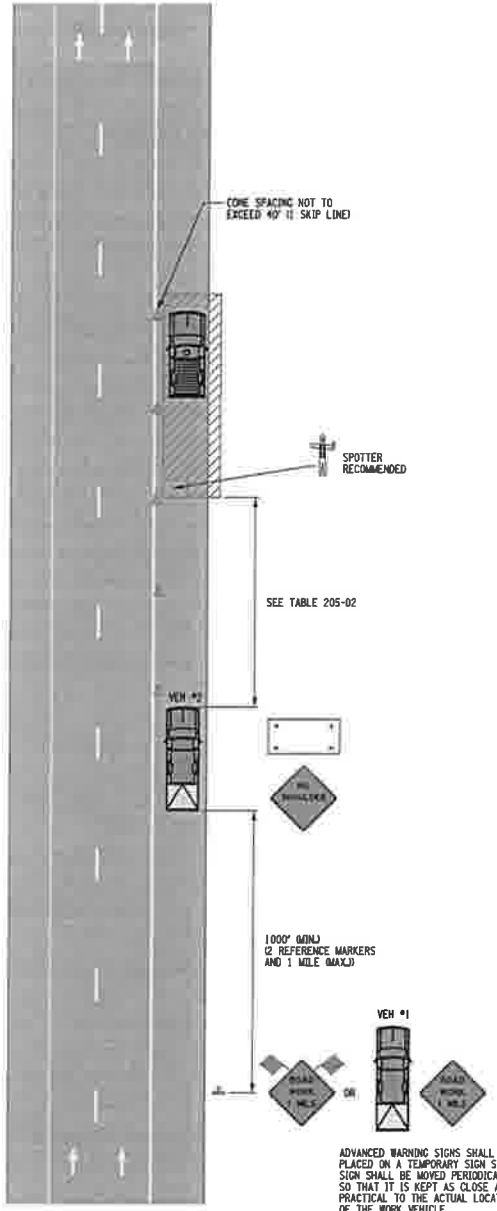


ADVANCED WARNING SIGNS SHALL BE PLACED ON A TEMPORARY SIGN STAND. SIGN SHALL BE MOVED PERIODICALLY SO THAT IT IS KEPT AS CLOSE AS PRACTICAL TO THE ACTUAL LOCATION OF THE WORK VEHICLE.

NOT TO SCALE

RIGHT SHOULDER CLOSURE (SHOULDER WIDTH ≥ 8')

TABLE 205-01: PROTECTIVE VEHICLE REQUIREMENTS		
CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMIA: TMIA REQUIRED

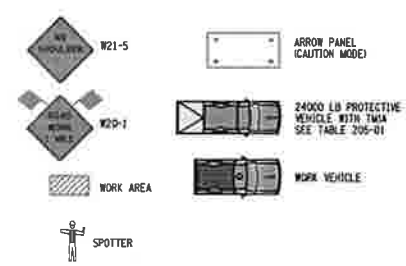
NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 205-02: ROLL AHEAD DISTANCE		
ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 205-03: REQUIRED SIGN SIZES	
SIGN	FREEWAY
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.



NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
RIGHT SHOULDER CLOSURE
SHORT DURATION OPERATION

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-205

USC SEPTEMBER 01, 2022

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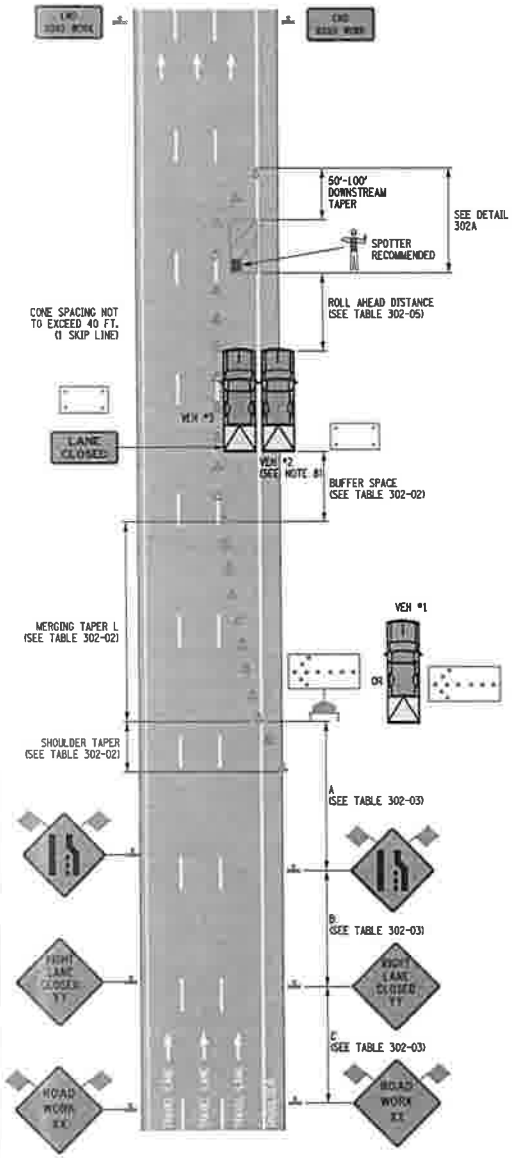

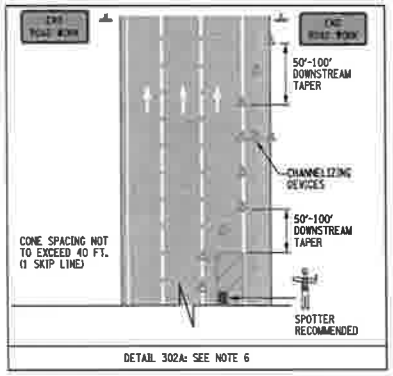

DETAIL 302A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD DISTANCE.
4. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
5. LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN (W20-5) AND THE CORRESPONDING LANE ENDS SIGN (W4-2L).
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. VEH #2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.

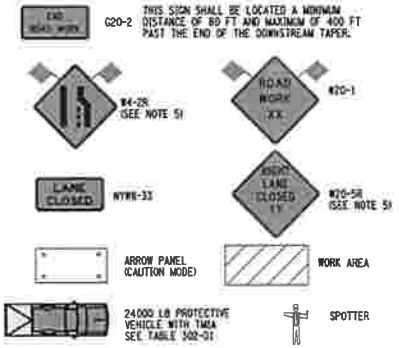

TABLE 302-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P, TMIA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA	P, TMIA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMIA	P, TMIA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMIA: TMIA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 302-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 302-03: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 302-05: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 302-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5R	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTILANE DIVIDED ROADWAY AND FREEWAY RIGHT LANE CLOSURE SHORT TERM OPERATION

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-302

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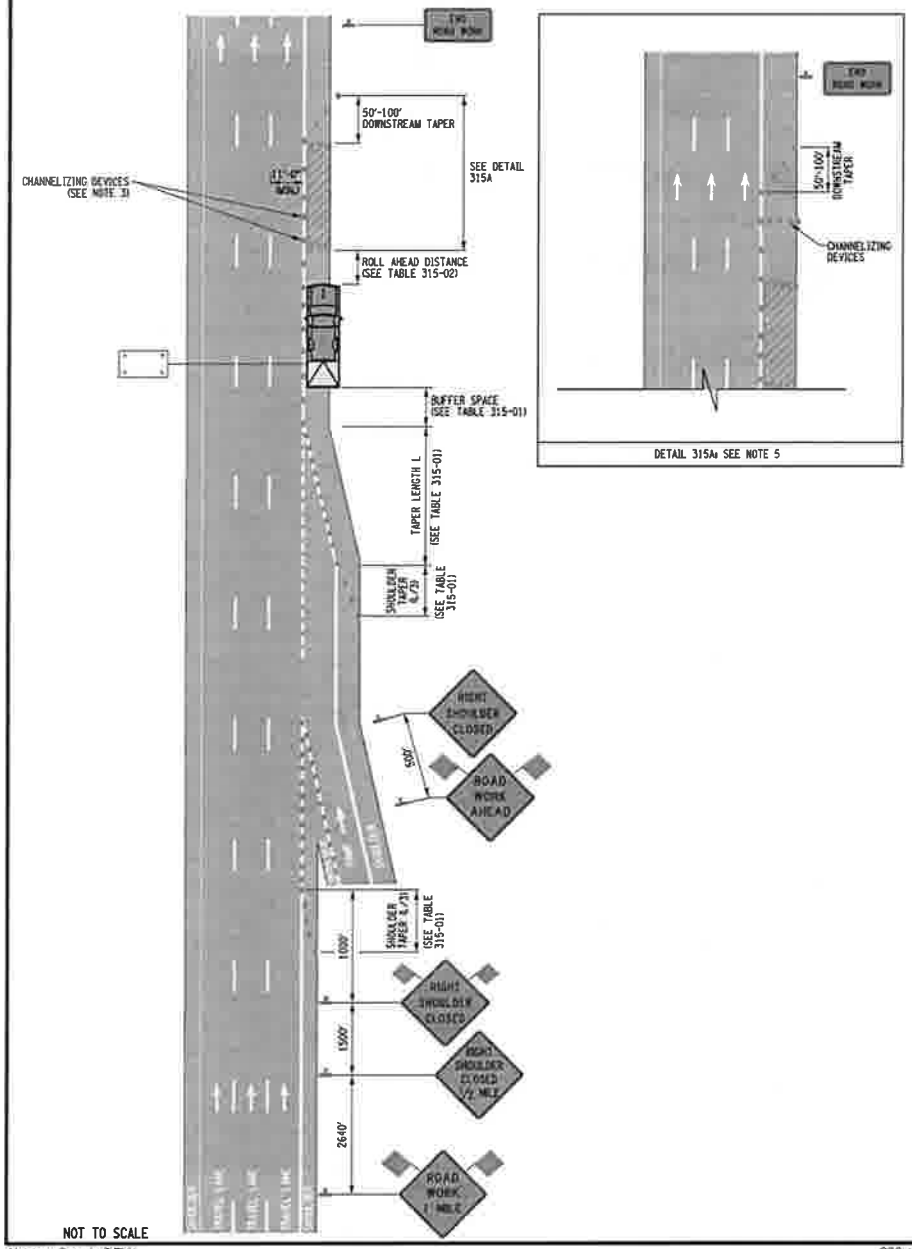


DETAIL 315A: SEE NOTE 5

NOT TO SCALE

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

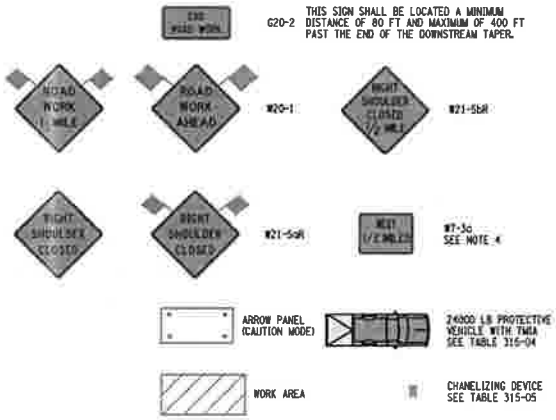
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. XX IS THE EXPECTED OVERALL LENGTH OF THE OPERATION TO BE COMPLETED WITHIN THE WORK DAY. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH W20-1 SIGN WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
•MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN XX MILES FROM THE W20-1 SIGN
•WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN XX MILES FROM THE W20-1 SIGN
THE SUPPLEMENT SIGN W3-7a SHALL INDICATE THE MAXIMUM ANTICIPATED DISTANCE BETWEEN THE W20-1 SIGN AND THE FARTHEST WORK LOCATION.

5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-315

USC SEPTEMBER 01, 2022

FILE NAME = 619-315-1.dgn
DATE/TIME = 06-DEC-2021 16:17
USER = obastwright

TABLE 315-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FTJ/ * OF SKIP LINES	TAPER LENGTH: L (FTJ/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			SHOULDER TAPER LENGTH: L/3 (FTJ/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 315-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FTJ/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 315-03: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W7-3a	36x30
W20-1	48x48
W21-5aR	48x48
W21-5bR	48x48
WARNING FLAG	18x18

TABLE 315-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 315-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-315

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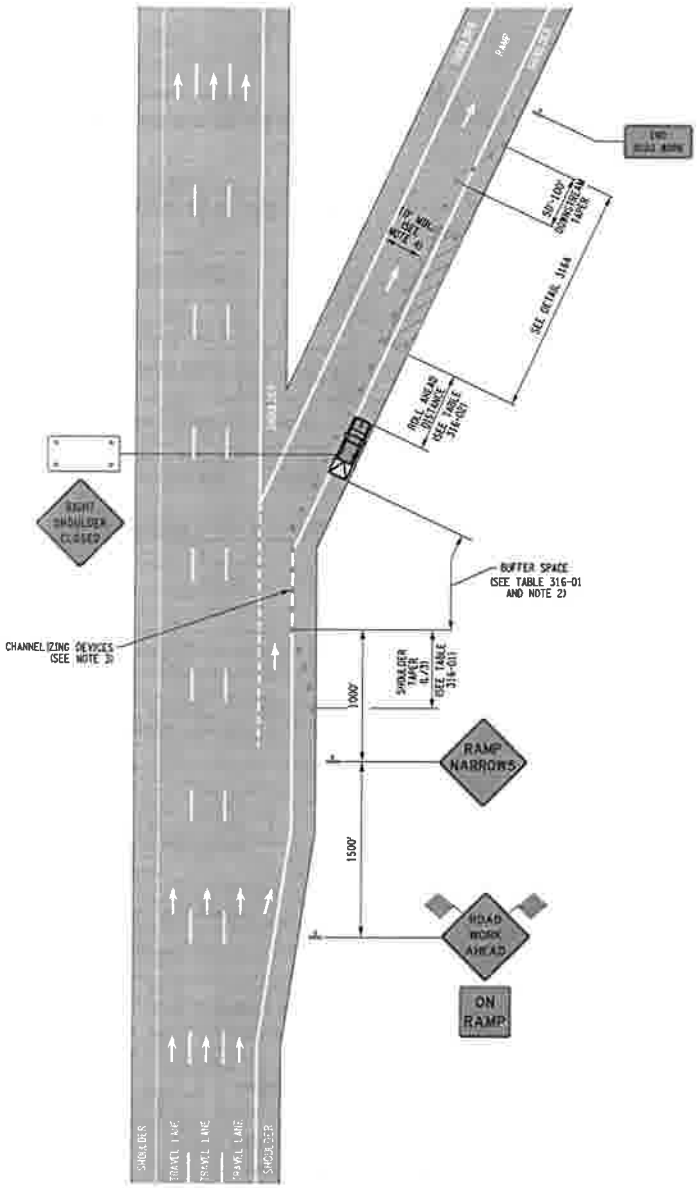
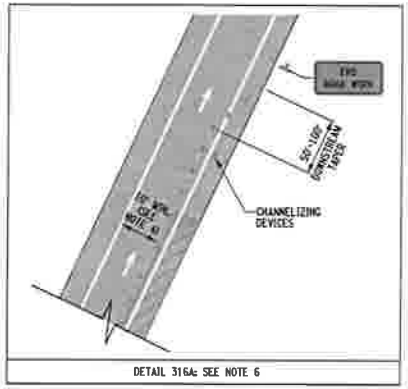


NOT TO SCALE



DETAIL 316A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

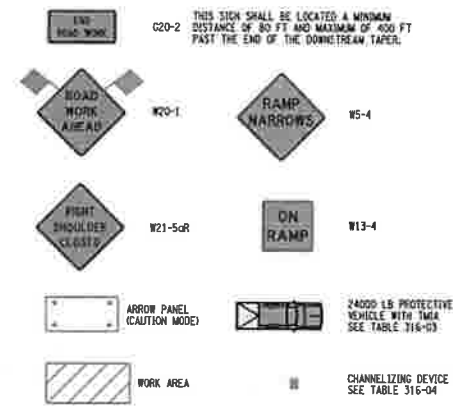
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.

5. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION, I.E. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE FOLL AHEAD DISTANCE. BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
PARTIAL EXIT RAMP CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-316

USC SEPTEMBER 01, 2022

FILE NAME = 619-316-1.dgn
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TABLE 316-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 316-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 316-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 316-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE I OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 316-05: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W5-4	48x48
W13-4	36x36
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
PARTIAL EXIT RAMP CLOSURE
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

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619-316

USC SEPTEMBER 01, 2022

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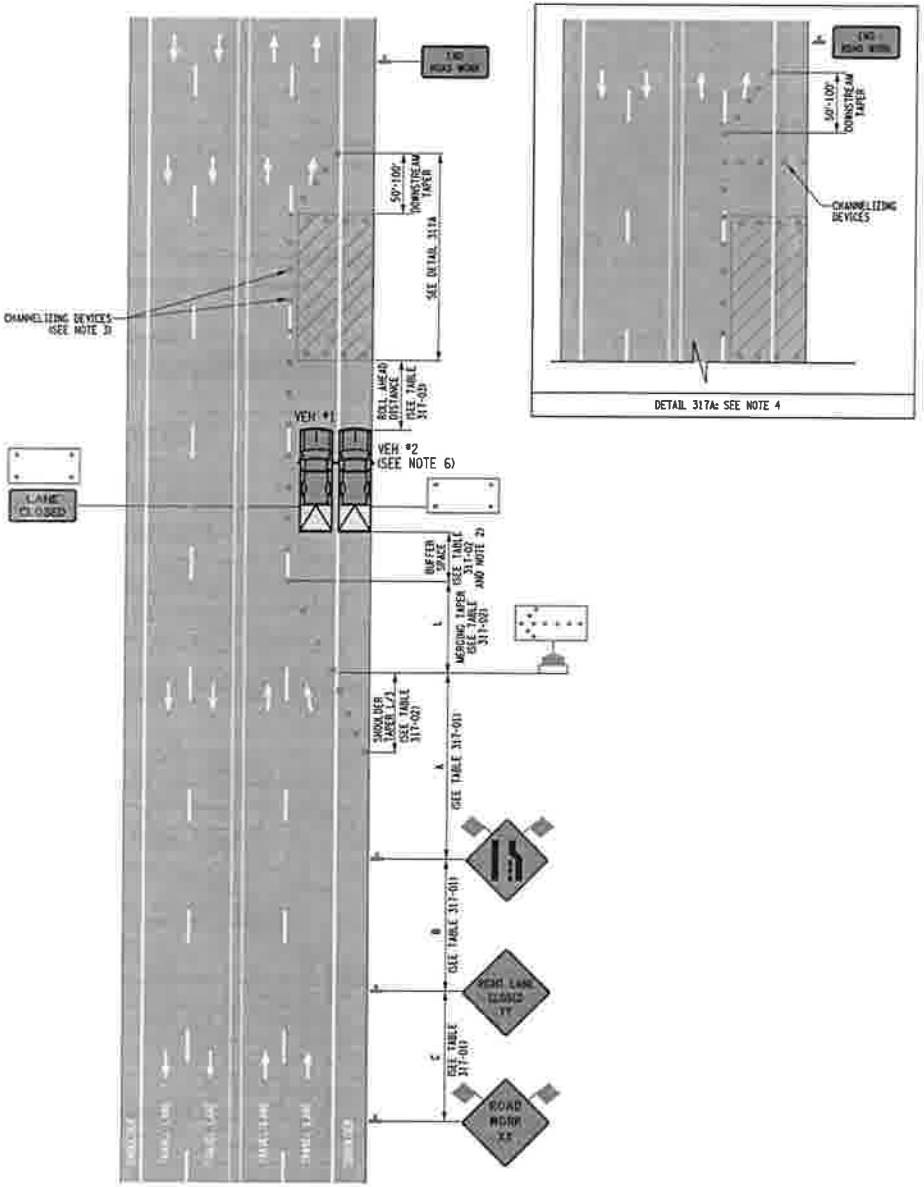


NOT TO SCALE

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

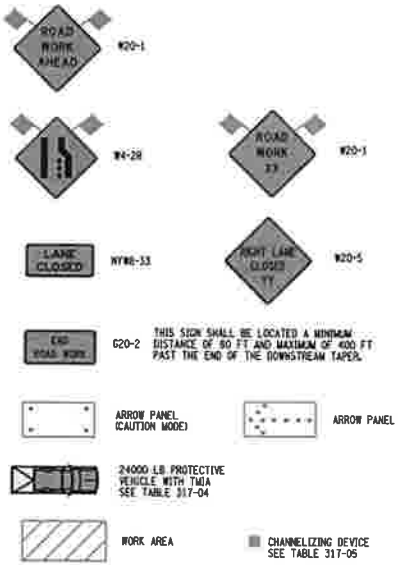
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. THE PROTECTIVE VEHICLE(S) SHALL BE MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE. BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

6. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI LANE UNDIVIDED ROADWAY
SINGLE LANE CLOSURE
SHORT TERM OPERATION
(SHEET 1 OF 2)

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Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-317

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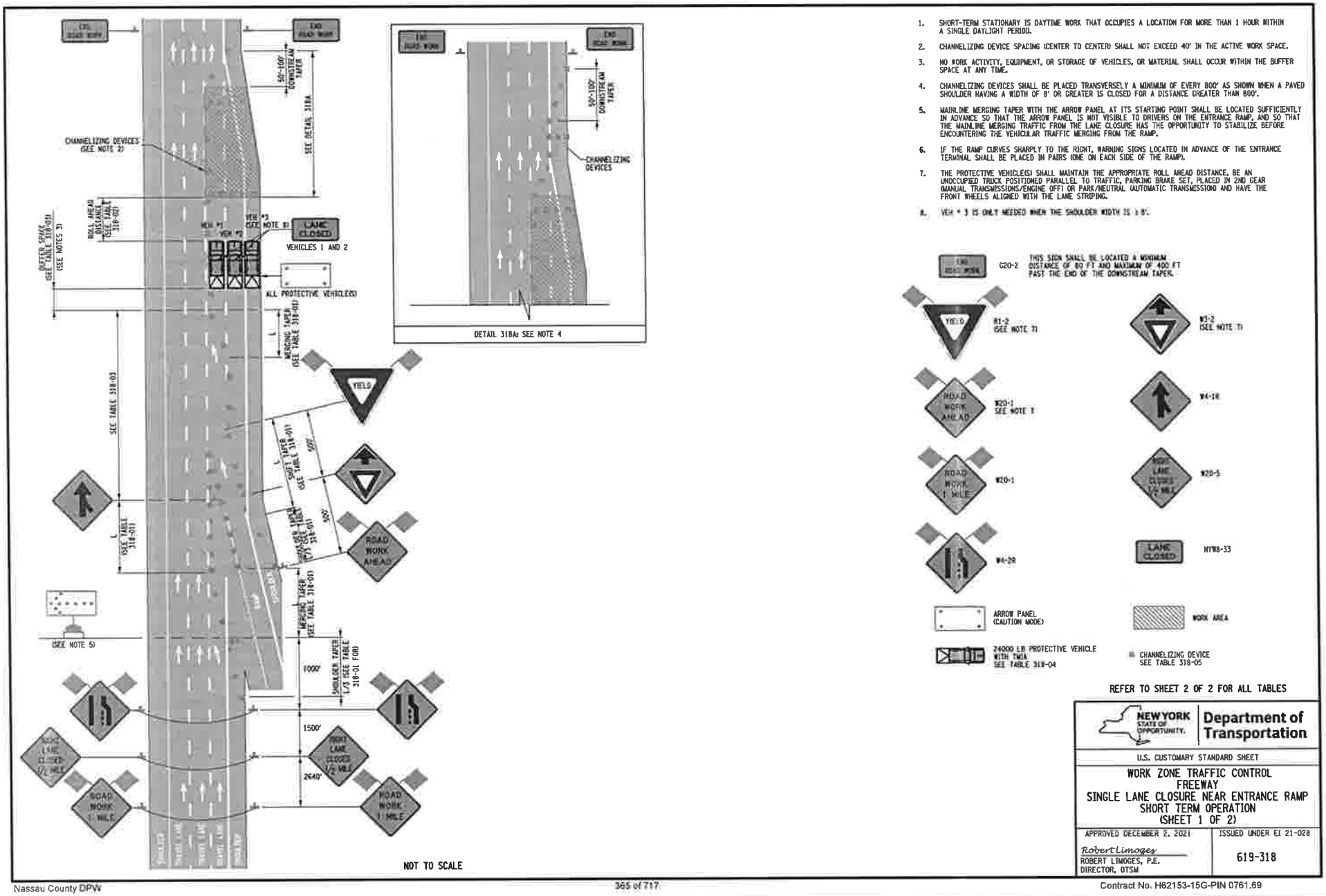

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
5. MAINLINE MERGING TAPER WITH THE ARROW PANEL AT ITS STARTING POINT SHALL BE LOCATED SUFFICIENTLY IN ADVANCE SO THAT THE ARROW PANEL IS NOT VISIBLE TO DRIVERS ON THE ENTRANCE RAMP, AND SO THAT THE MAINLINE MERGING TRAFFIC FROM THE LANE CLOSURE HAS THE OPPORTUNITY TO STABILIZE BEFORE ENCOUNTERING THE VEHICULAR TRAFFIC MERGING FROM THE RAMP.
6. IF THE RAMP CURVES SHARPLY TO THE RIGHT, WARNING SIGNS LOCATED IN ADVANCE OF THE ENTRANCE TERMINAL SHALL BE PLACED IN PAIRS (ONE ON EACH SIDE OF THE RAMP).
7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSION) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
8. VEH # 3 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY SINGLE LANE CLOSURE NEAR ENTRANCE RAMP SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
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TABLE 318-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 318-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 318-03: ADVANCE PLACEMENT OF WARNING SIGN

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	ADVANCE PLACEMENT DISTANCE IN FT.
45	330
50	1030
55	1135
60	1280
65	1365

1. BASED ON TABLE NY2C-4 OF NYS SUPPLEMENT TO THE 2009 MUTCD

TABLE 318-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 318-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 318-06: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
NYW8-33	48x24
R1-2	48x48
W3-2	48x48
W4-1R	48x48
W4-2R	48x48
W20-1	48x48
W20-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR ENTRANCE RAMP
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 6, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-318

USC SEPTEMBER 01, 2022

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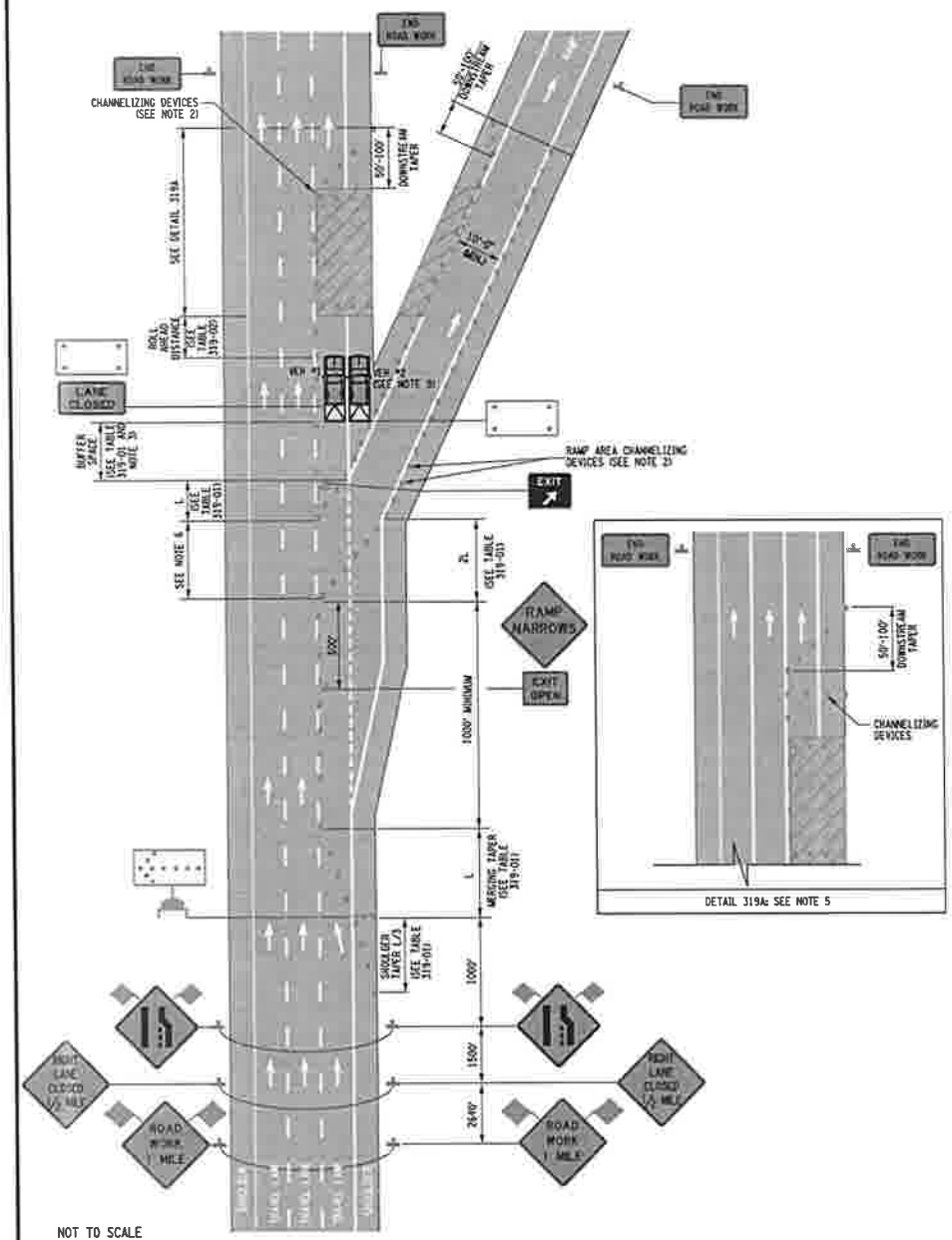
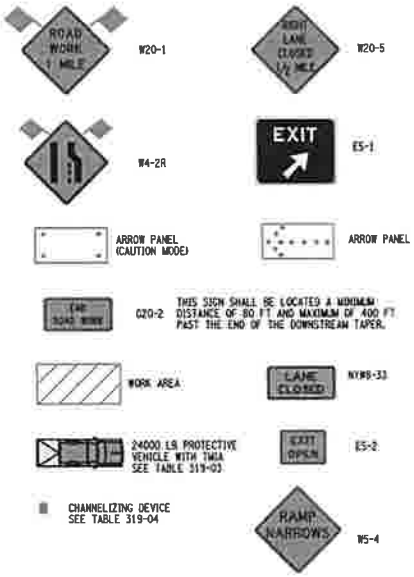
USER = dbostwright



NOT TO SCALE

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. IF WORK ACTIVITY PERMITS, A MOVABLE BARRIER MAY BE USED AND RELOCATED TO THE SHOULDER.
5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
6. THE TEMPORARY RAMP OPENING SHALL MATCH THE OPENING OF THE EXISTING RAMP.
7. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.
8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
9. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR EXIT RAMP
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-319

USC SEPTEMBER 01, 2022

FILE NAME = 619-319-1.dgn
DATE/TIME = 06-DEC-2021 16:30
USER = oboatwright

TABLE 319-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 319-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 319-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 319-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOUSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 319-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
E5-1	----	72x60
E5-2	48x36	48x36
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2R	36x36	48x48
W5-4	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR EXIT RAMP
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-006
619-319

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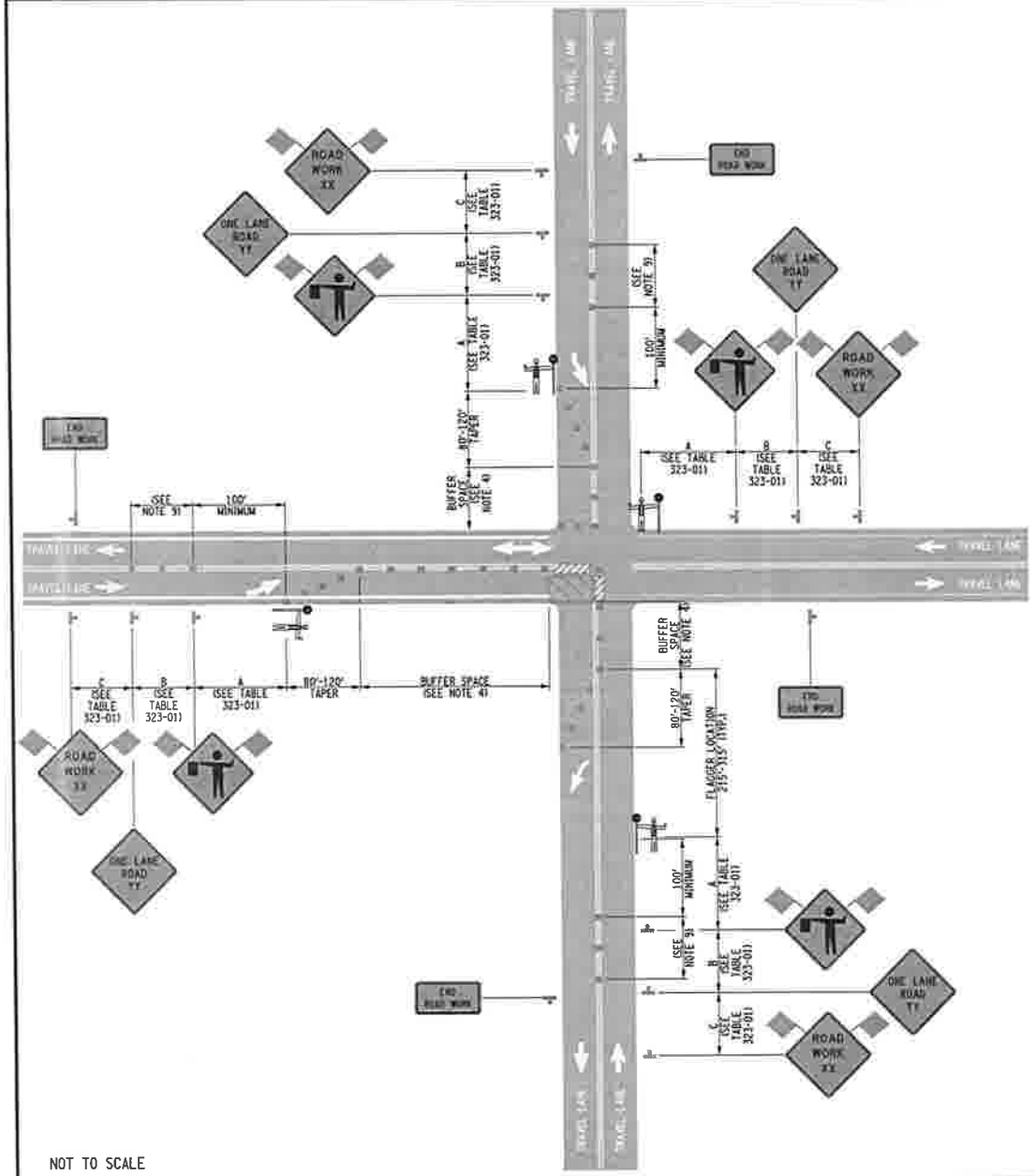

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.
6. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURING.
7. ALL FLAGGERS SHALL USE 24" (MIN) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
8. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.
10. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

END ROAD WORK G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-7a (SEE NOTE 6)

BE PREPARED TO STOP W3-4 (SEE NOTE 5)

ROAD WORK XX W20-1

WORK AREA

FLAGGER

ONE LANE ROAD YY W20-4 (SEE NOTE 6)

CHANNELIZING DEVICE (SEE TABLE 323-03)

TYPE III BARRICADE

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY FLAGGING OPERATION AT INTERSECTION SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-323

USC SEPTEMBER 01, 2022

FILE NAME = 619-323-1.dgn
DATE/TIME = 8/30/2021 16:25
USER = wsharon

TABLE 323-01: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN ≤ 30 MPH•1	100	100	100	AHEAD	AHEAD
URBAN 35-40 MPH•1	200	200	200	AHEAD	AHEAD
URBAN ≥ 45 MPH•1	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
• PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 323-02: REQUIRED SIGN SIZES•		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18
•FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

TABLE 323-03: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

USC SEPTEMBER 01, 2022

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USER = abartwright

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
FLAGGING OPERATION AT INTERSECTION
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
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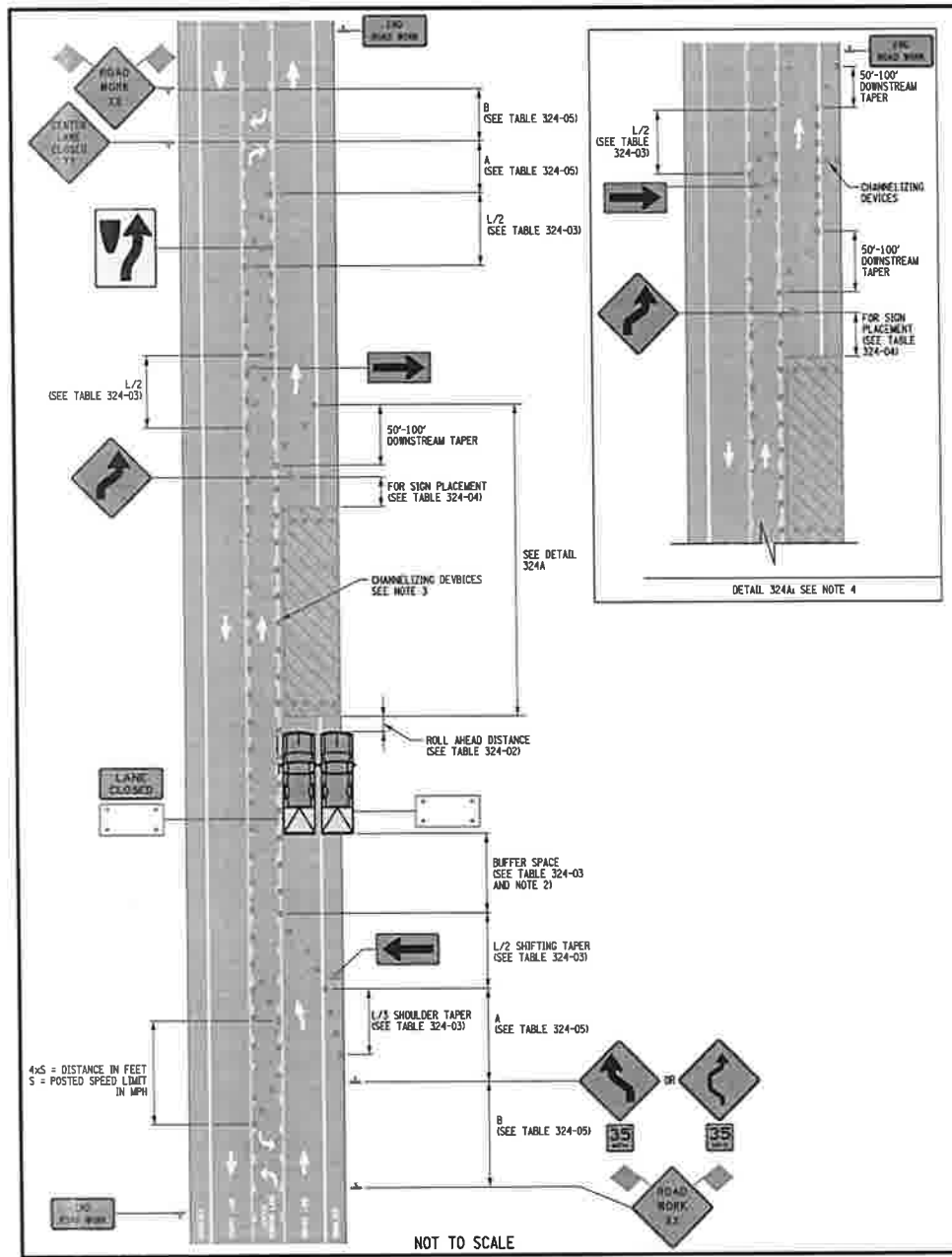


NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE, AND 20' IN THE TURN LANE TAPER SPACE.

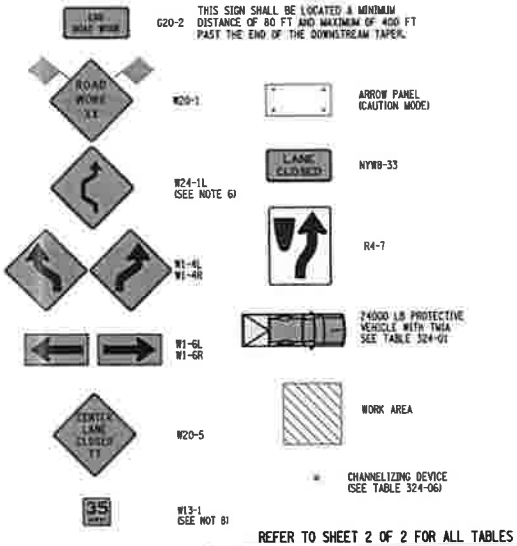
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER WAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (E. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE,
BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC. PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

8. AN ADVISORY SPEED PLAQUE (W13-1) IS RECOMMENDED TO SUPPLEMENT A WARNING SIGN IN ORDER TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION (E. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

619-324

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USER = wcharron

USC SEPTEMBER 01, 2022

TABLE 324-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 324-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≤ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 324-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 324-04: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85TH PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.)[1]												
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC[2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION[4] CONDITION C: NO SPEED REDUCTION NECESSARY[5]											
		0[3]	5	10	15	20	25	30	35	40	45	50	55
20	410	115	110	105	90	75	-	-	-	-	-	-	
25	515	155	160	150	135	120	95	-	-	-	-	-	
30	620	200	205	195	185	165	140	110	"	"	"	"	
35	720	250	255	245	235	215	190	160	130	"	"	"	
40	825	305	320	310	295	280	255	225	190	150	"	"	
45	930	360	380	370	360	340	315	285	255	210	165	"	
50	1030	425	455	450	435	415	390	360	330	285	240	185	"
55	1135	495	530	520	505	490	460	435	400	355	315	255	205

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LANE ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT./SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 324-05: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 324-06: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 324-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
R4-7	24x30	36x48
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W13-1	36x36	48x48
W20-1	24x24	30x30
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-324

USC SEPTEMBER 01, 2022

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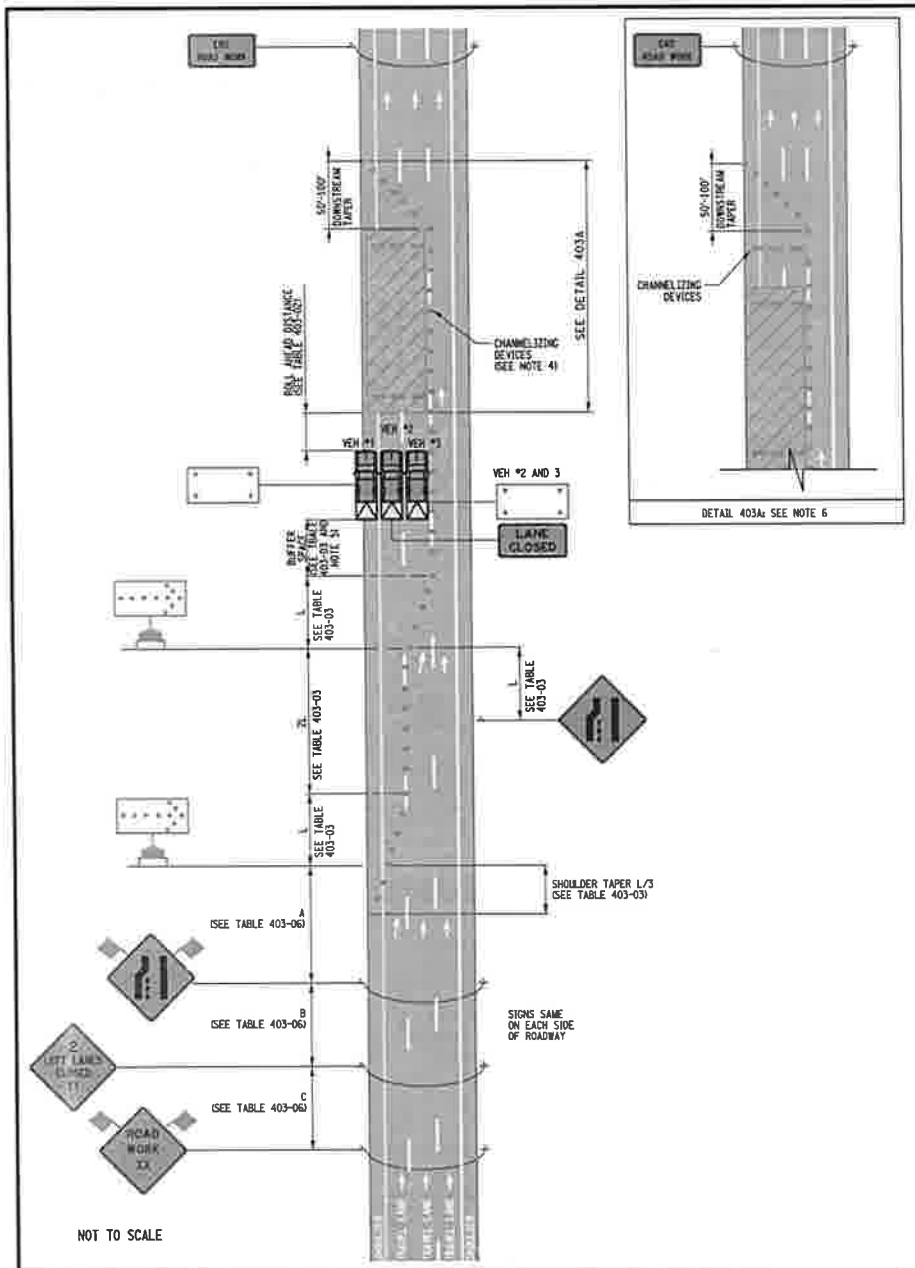
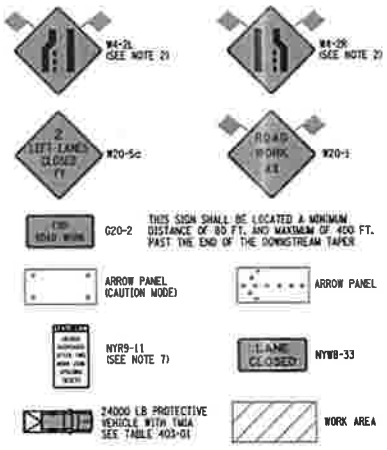


NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. RIGHT LANE CLOSURES ARE SYMMETRICAL TO LEFT LANE CLOSURES. SUBSTITUTE RIGHT TWO LANES CLOSED 1/2 MILE SIGN (W20-5a) AND THE CORRESPONDING LANE ENDS SIGN (W4-2R).
3. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
5. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.
N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.
N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.
N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.
N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.
N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.
N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.
N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.
N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE DIVIDED ROADWAY AND FREEWAY LEFT (OR RIGHT) TWO LANE CLOSURE INTERMEDIATE TERM (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, DTSM	619-403

USC SEPTEMBER 01, 2022

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USER = wsharon

TABLE 403-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P= PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA= TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 403-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 403-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH= L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH= L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 403-04: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE I OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 4 ON SHEET 1 OF 2.

TABLE 403-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2L	36x36	48x48
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5a	36x36	48x48
NYR9-11	24x42	48x84
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 403-06: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	2500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE DIVIDED ROADWAY AND FREEWAY
LEFT (OR RIGHT) TWO LANE CLOSURE
INTERMEDIATE TERM
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-006

619-403

USC SEPTEMBER 01, 2022

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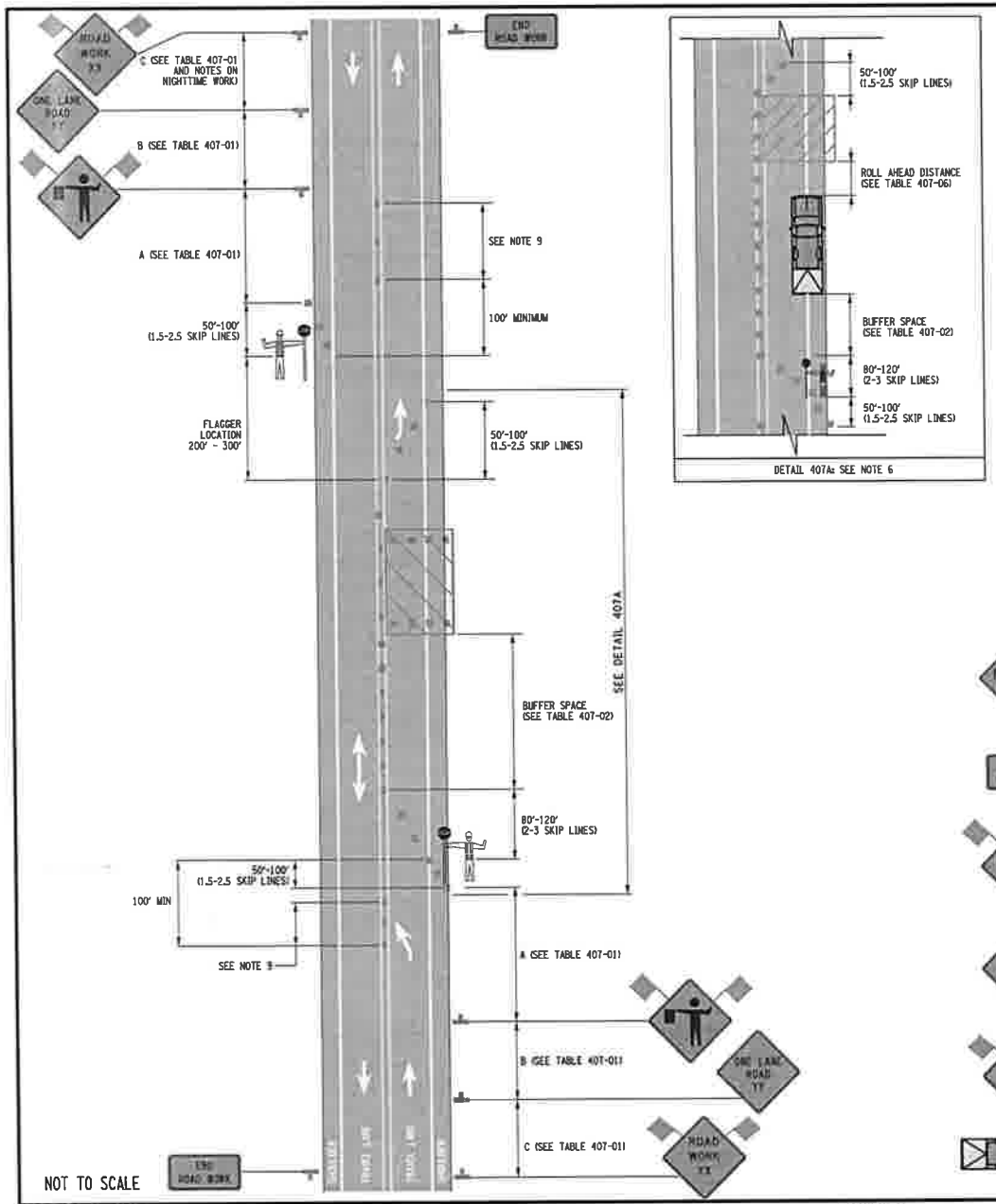

NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.

6. IF CONDITION WARRANTS, PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA, TO USE PROTECTIVE VEHICLE, BUFFER SPACE SHALL BE PROVIDED ACCORDINGLY, AND THE WHEELS SHALL BE ALIGNED WITH THE LANE STRIPING.

7. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.

8. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.

9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.

10. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS INTERMEDIATE TERM OPERATIONS (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-407

USC SEPTEMBER 01, 2022

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TABLE 407-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 407-02: LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES
45	360/9
50	425/11
55	495/13
65	645/16

TABLE 407-03: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	80 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 407-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 407-05: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 407-06: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS INTERMEDIATE TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-407

USC SEPTEMBER 01, 2022

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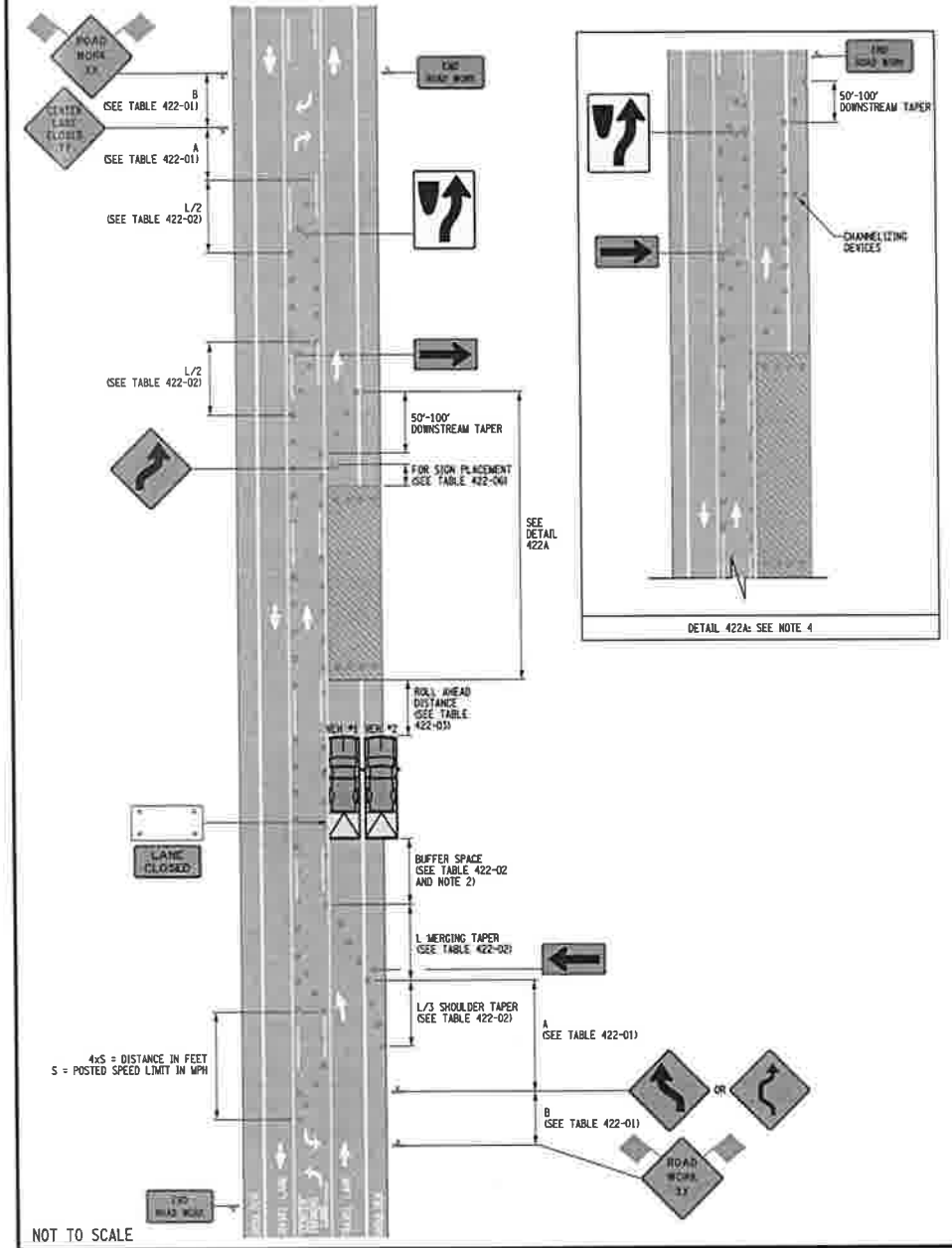

NYR9-11 (SEE NOTE 7)

CHANNELIZING DEVICE (SEE TABLE 422-06)

G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT. AND MAXIMUM OF 400 FT. PAST THE END OF THE DOWNSTREAM TAPER

W20-1 — R4-7

W24-1L (SEE NOTE 6) — 24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 422-04

W1-4L W1-4R — WORK AREA

W1-6L W1-6R — ARROW PANEL (CAUTION MODE)

W20-5 — NYW8-33

NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE AND THE TURN LANE TAPER SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-422

USC SEPTEMBER 01, 2022

FILE NAME = 619-422-1sh
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USER = wcheran

TABLE 422-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 422-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 422-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 422-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 422-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE I OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 422-06: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85%-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.)[1]												
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC[2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION[4] / CONDITION C: NO SPEED REDUCTION NECESSARY[5]											
		0[3]	5	10	15	20	25	30	35	40	45	50	55
20	410	115	110	105	90	75	"	"	"	"	"	"	"
25	515	155	160	150	135	120	95	"	"	"	"	"	"
30	620	200	205	195	185	165	140	110	"	"	"	"	"
35	720	250	255	245	235	215	190	160	130	"	"	"	"
40	825	305	320	310	295	280	255	225	190	150	"	"	"
45	930	360	380	370	360	340	315	285	255	210	165	"	"
50	1030	425	455	450	435	415	390	360	330	285	240	185	"
55	1135	495	530	520	505	490	460	435	400	355	315	255	205

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LANE ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT/SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 422-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYR9-11	24x42	48x84
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
R4-7	24x30	36x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-422

USC SEPTEMBER 01, 2022

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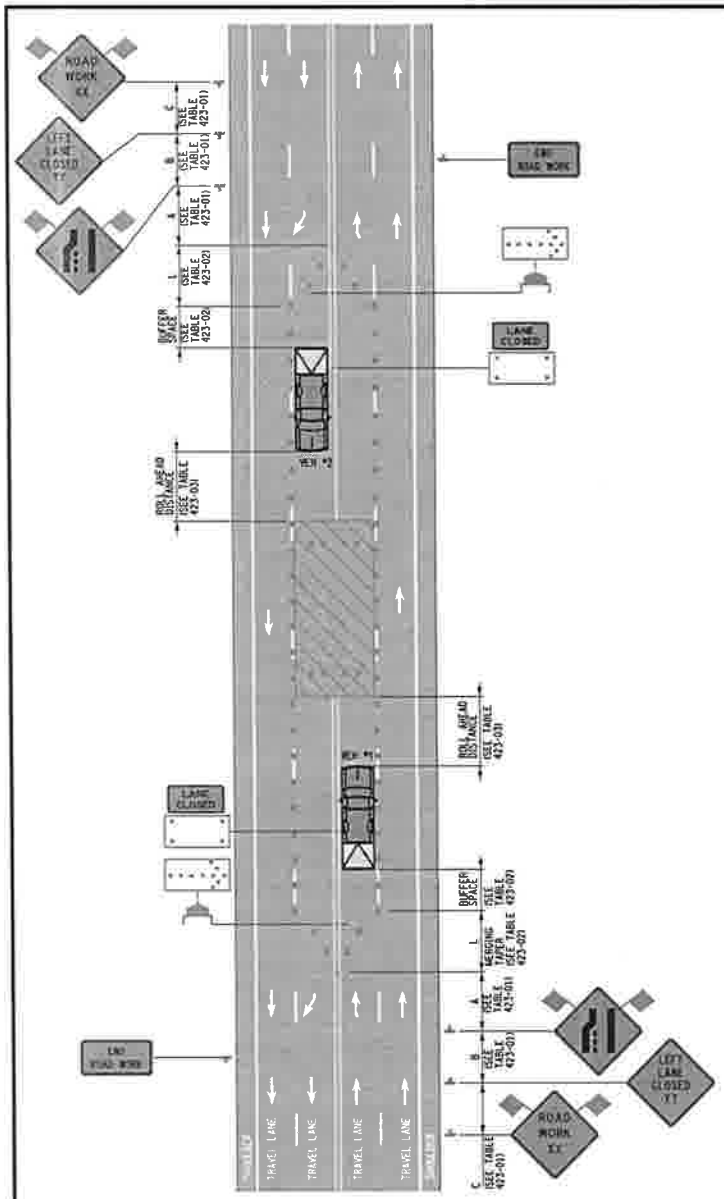


NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
4. THE PROTECTIVE VEHICLE SHALL BE UNOCCUPIED AND SHALL BE POSITIONED PARALLEL TO TRAFFIC AND HAVE THE WHEELS ALIGNED WITH THE LANE STRIPING. IT MUST BE PLACED IN NEUTRAL WITH THE PARKING BRAKE SET (PARK/ 2ND GEAR FOR ENGINE OFF CONDITIONS).
5. FOR LOW SPEED (< 45 MPH), LOW VOLUME URBAN STREETS, THE W20-5 SIGN MAY BE OMITTED AND THE W20-1 SIGN RELOCATED TO THAT LOCATION.
6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE. BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

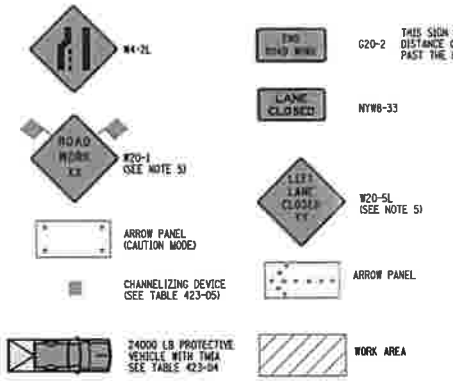
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE TWO-WAY ROADWAY DOUBLE INTERIOR LANE CLOSURE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER E1 21-028
RobertLimoges ROBERT LIMOGES, P.E. DIRECTOR, OTSM	619-423

USC SEPTEMBER 01, 2022

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TABLE 423-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 423-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/8	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 423-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 423-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 423-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 423-06: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
W4-2L	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE TWO-WAY ROADWAY
DOUBLE INTERIOR LANE CLOSURE
INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-423

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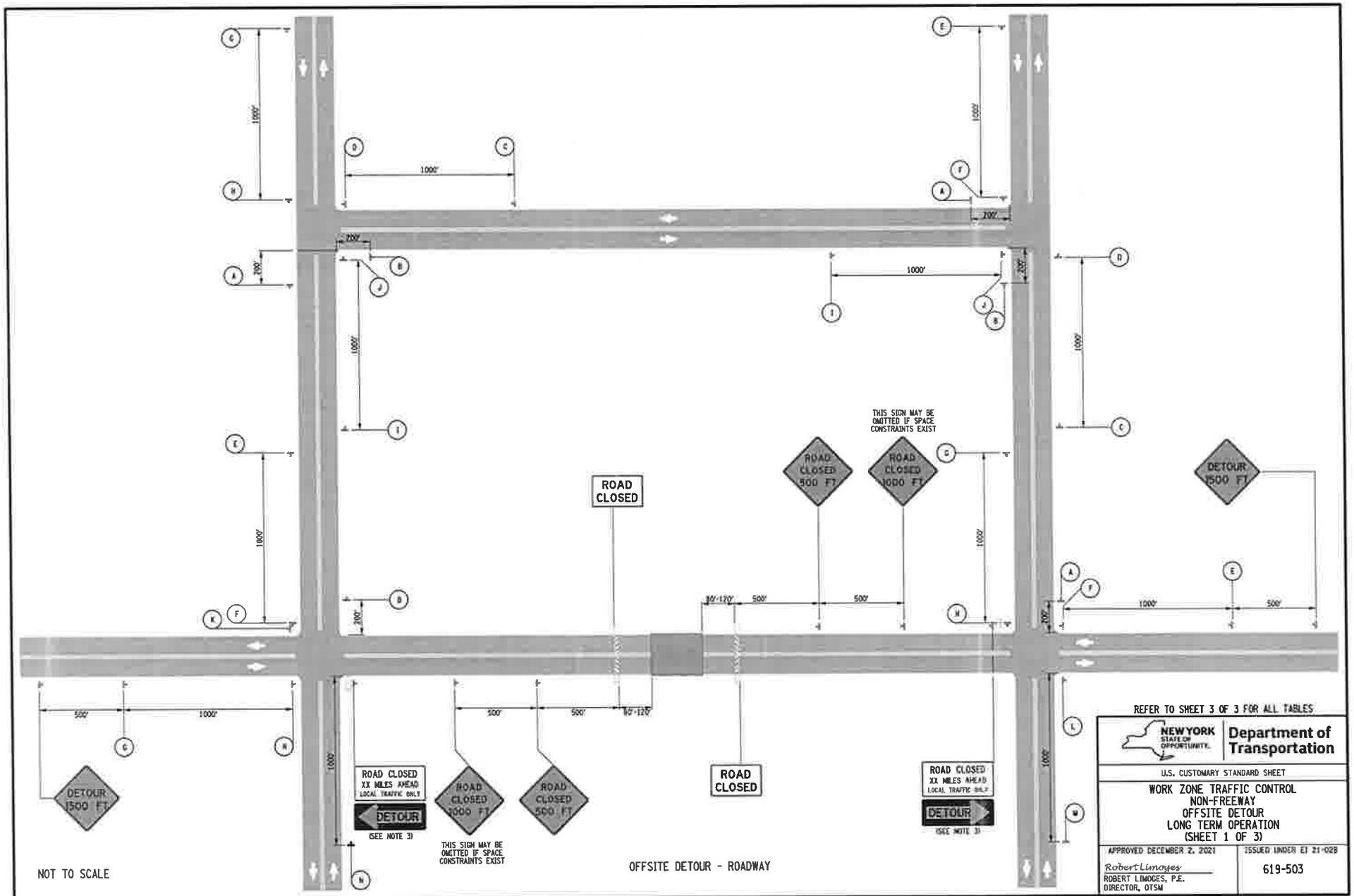

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 1 OF 3)

APPROVED DECEMBER 2, 2021

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

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619-503

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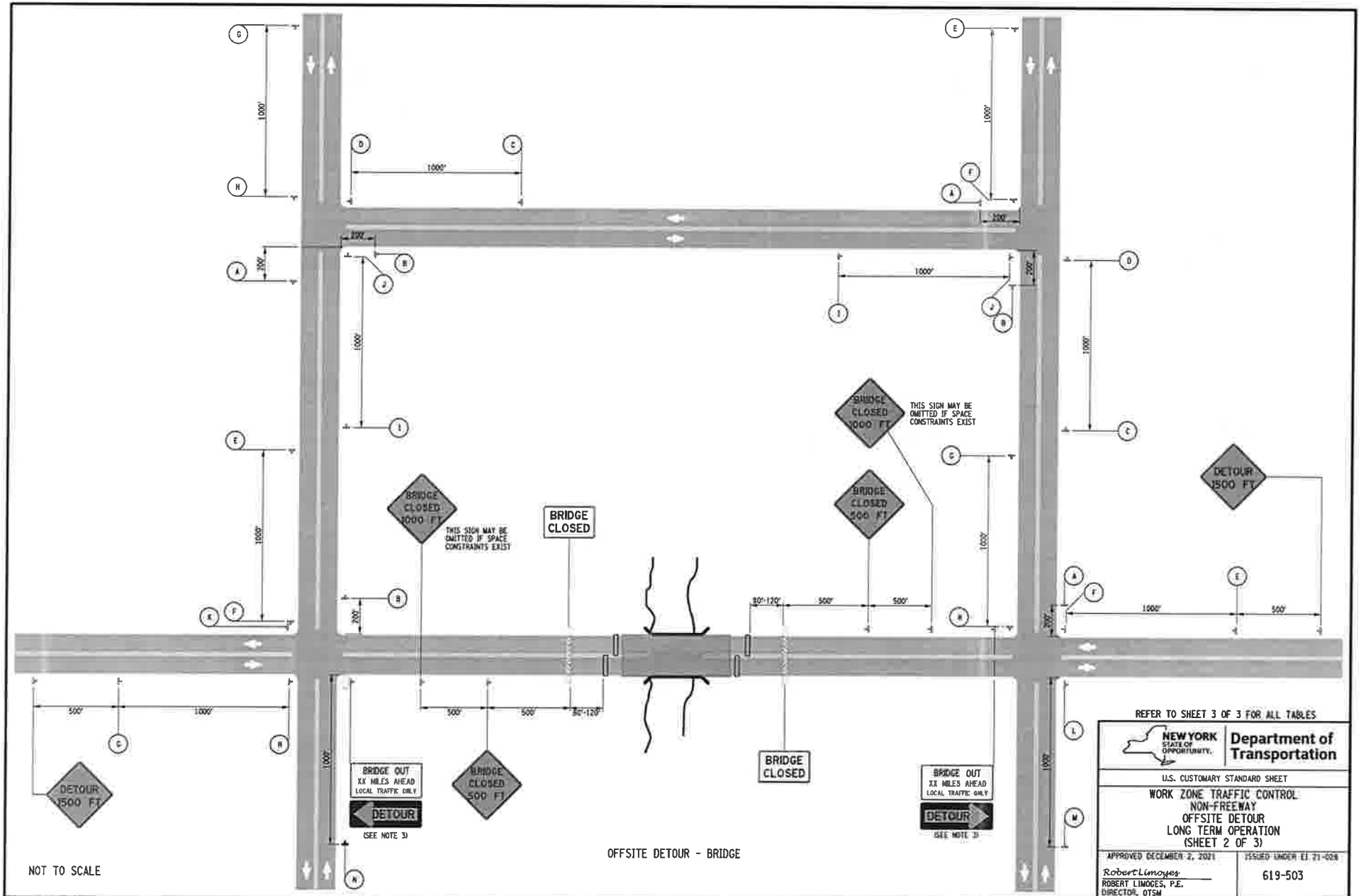

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 2 OF 3)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

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619-503

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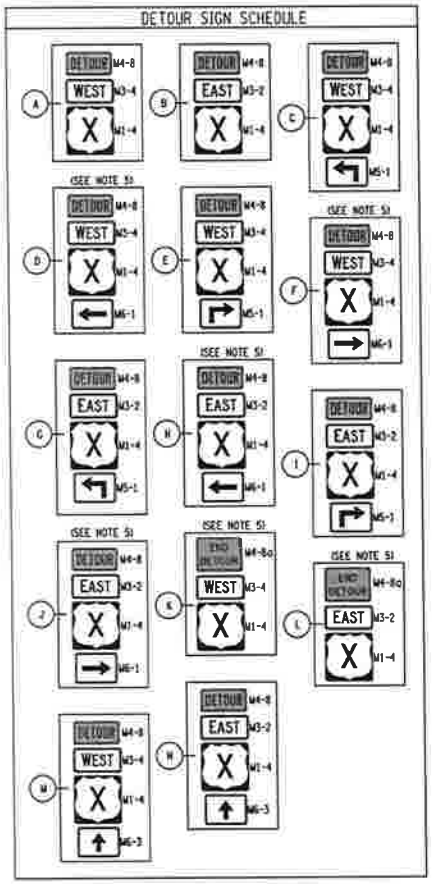
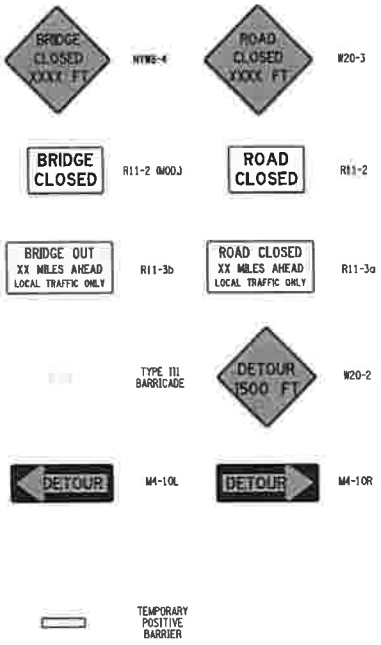
DETOUR SIGN SCHEDULE





NOTES:

1. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS. THIS SETUP MAY ALSO BE USED FOR A SHORT TERM OFFSITE DETOUR IN WHICH CASE NOTES N1 TO N9 WILL NOT APPLY.

2. CONFIRMATION SIGNING (A) AND (B) SHALL BE REPEATED A MAXIMUM DISTANCE OF EVERY 1/2 MILE.

3. IF THE ROAD IS OPENED FOR SOME DISTANCE BEYOND THE INTERSECTION AND/OR THERE ARE SIGNIFICANT ORIGIN/DESTINATION POINTS BEYOND THE INTERSECTION, THE R11-3a/R11-3b ROAD CLOSED SIGN AND THE M4-10L/R) SIGN ON TYPE III BARRICADES MAY BE LOCATED AT THE EDGE OF THE TRAVELED WAY.

4. ANY EXISTING SIGN, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET ASIDE. BLANK COVERS USED TO COVER PORTIONS OF EXISTING SIGNS SHALL BE OF A COLOR AND REFLECTORIZED MATERIAL MATCHING THAT OF THE SIGN BEING PARTIALLY COVERED. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO SIGNS CAUSED BY THE METHODS USED TO TEMPORARILY REMOVE, REPLACE, RELOCATE OR COVER SIGN PANELS OR SIGN TEXT, AT NO ADDITIONAL COST TO THE STATE. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THE CONTACT DOCUMENTS.

5. SIGN GROUPINGS (D), (E), (H), (J), (K), AND (L) SHALL ALWAYS BE POSTED A MAXIMUM OF 50' FROM AN INTERSECTION.

6. FOR LOCAL AND/OR COUNTY ROAD DETOUR SIGNAGE DETAILS REFER TO MUTCD WITH NEW YORK STATE SUPPLEMENT FOR GUIDANCE.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A, HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS,INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

TABLE 519-01: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYWB-4	36x36	48x48
M4-10L/M4-10R	48x18	48x18
R11-2	48x30	48x30
R11-3a**/R11-3b**	60x30	60x30
W20-2	36x36	48x48
W20-3	36x36	48x48

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.
**SIGNS NOT FOR FREEWAY USE.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL NON-FREEWAY OFFSITE DETOUR LONG TERM OPERATION (SHEET 3 OF 3)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-503

USC SEPTEMBER 01, 2022

FILE NAME = 619-503-3.dgn
DATE/TIME = 8/5/2021 2:21:14 PM
USER = wcheron

SUBMITTAL BY LOW BIDDER

THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED TO ALBANY, AS WELL AS NASSAU COUNTY, PRIOR TO CONTRACT AWARD.

THE ATTACHMENTS A AND B SHOULD BE SUBMITTED TO NYSDOT CONSTRUCTION FOR THE AWARD CONCURRENCE REVIEW.

ANY INCOMPLETE SECTIONS WILL RESULT IN THE DOCUMENT BEING RETURNED AND MAY DELAY CONTRACT AWARD.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the New York State VendRep System.**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN	
Address of the Principal Place of Business (street, city, state, zip code)	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 Business Entity Type – Check appropriate box and provide additional information:		
a) ☐ Corporation (including PC)	Date of Incorporation	
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability Partnership	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:		
☐ United States	State	
☐ Other	Country	

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally certified Disadvantaged Business Enterprise (DBE)	
1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)* Joint Ventures: Provide information for all firms involved.	

Name *(For each person, include middle initial)*	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity

Firm/Company Address
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?	☐ Yes ☐ No

Individual's Name *(Include middle initial)*	Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Affiliate Address
Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?	☐ Yes ☐ No

Individual's Name *(Include middle initial)*	Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*	☐ Yes ☐ No

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0	Has the Business Entity completed any construction contracts?	☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1	Does the Business Entity currently have uncompleted construction contracts?	☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0	Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1	Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2	Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3	Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.4	Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.5	Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.6	Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0	Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ Yes ☐ No
5.1	Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	☐ Yes ☐ No
5.2	Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?	☐ Yes ☐ No
5.3	Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
5.4	Forfeited all or part of a standby letter of credit in connection with any government contract?	☐ Yes ☐ No

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0	Had a revocation or suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0	Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1	Been the subject of: (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No ☐ Yes ☐ No
7.2	Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3	Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4	Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: Including but not limited to tax warrants or liens. Do not include UCC filings.*)	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	

9.4 What is the Business Entity's Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls. *(This information must be attached.)*		

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). *Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*	☐ Yes ☐ No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20___;

_____ Notary Public

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.

1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.

6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Nassau County DPW

409 of 717

Contract No. H62153-15G-PIN 0761.69

Question 3.1: List all current uncompleted construction contracts.

1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**	
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**	**Uncompleted Amount**
6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**	
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**	**Uncompleted Amount**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**	
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**	**Uncompleted Amount**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**	
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**	**Uncompleted Amount**

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

Grand Total All Uncompleted Contracts	$0.00

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Nassau County DPW
415 of 717
Contract No. H62153-15G-PIN 0761.69

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets					
1.	Cash		$		
2.	Accounts receivable – less allowance for doubtful accounts	$			
	Retainers included in accounts receivable				
	Claims included in accounts receivable not yet approved or in litigation				
	Total accounts receivable		$	0.00	
3.	Notes receivable – due within one year		$		
4.	Inventory – materials		$		
5.	Contract costs in excess of billings on uncompleted contracts		$		
6.	Accrued income receivable				
	Interest				
	Other (list)				
	Total accrued income receivable		$	0.00	
7.	Deposits				
	Bid and plan				
	Other (list)				
	Total deposits		$	0.00	
8.	Prepaid expenses				
	Income Taxes				
	Insurance				
	Other (List)				
	Total prepaid expenses		$	0.00	
9.	Other current assets				
	(List)				
	Total other current assets		$	0.00	
10.	Total current assets				$ 0.00

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	Investments				
	Listed securities present market value	$			
	Unlisted securities present value				
	Total investments		$	0.00	
12.	Fixed Assets				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		$	0.00	
	Less: accumulated depreciation		$		
	Total fixed assets net				$ 0.00
13.	Other Assets				
	Loans receivable	officers			
		employees			
		shareholders			
	Cash surrender value of officers' life insurance				
	Organization expense – net of amortization				
	Notes receivable – due after one year				
	Other (list)				
	Total Other Assets		$	0.00	
14.	TOTAL ASSETS				$ 0.00

Nassau County DPW
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Contract No. H62153-15G-PIN 0761.69

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Nassau County DPW

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Contract No. H62153-15G-PIN 0761.69

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

	Current Liabilities			
15.	Accounts payable		$	
16.	Loans from shareholders – due within one year			
17.	Notes payable – due within one year			
18.	Mortgage payable – due within one year			
19.	Other payables – due within one year			
	(List)	$		
	Total other payables – due within one year			0.00
20.	Billings in excess of costs and estimated earnings			
21.	Accrued expenses payable	Salaries and wages		
		Employees' benefits		
		Insurance		
		Other		
	Total accrued expenses payable			0.00
22.	Dividends payable			
23.	Income taxes payable	State		
		Federal		
		Other		
	Total income taxes payable			0.00
24.	Total Current Liabilities		$	0.00
25.	Deferred Income Taxes			
	Payable	State		
		Federal		
		Other		
	Total deferred income taxes		$	0.00

NO TEXT ON THIS PAGE

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	Long Term Liabilities				
	Loans from shareholders – due after one year				
	Notes payable – due after one year				
	Mortgage – due after one year				
	Other payables – due after one year				
	(List)				
	Total long term liabilities		$ 0.00		
27.	Other Liabilities				
	(List)				
	Total other liabilities		$ 0.00		
28.	TOTAL LIABILITIES			$	0.00
	NET WORTH				
29.	Net Worth (if proprietorship or partnership)		$		
30.	Stockholders' Equity				
	Common stock issued and outstanding	$			
	Preferred stock issued and outstanding				
	Retained earnings				
	Total		$ 0.00		
	Less: Treasury Stock				
31.	TOTAL STOCKHOLDERS EQUITY			$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$	0.00

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AAP 21LLNYS Form Instructions:

Subcontractor/Vendor: Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the Vendor to date.

Retainage or Other Withholding to Date: Enter amount due Vendor that has not been paid due to retainage or other withholding.

Total Payment to Date: Value of payments due to date less retainage or other withholding.

Comments: Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representative of the Contractor must sign and date.

Signatures on Final Report: An authorized representative of both the Contractor and Vendor must sign and date.

Notarization: On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

NO TEXT ON THIS PAGE

Contractor Report of Contract Payments

Final Report	PIN	County	Report Date
☐ Yes ☐ No	Contract Number		

Contractor Name and Address	Subcontractor/Vendor Name and Address
	☐ Check if firm is CERTIFIED MWBE
Contractor Federal Identification Number	**Subcontractor/Vendor Federal Identification Number**

Total Payments Due to Date:
- Retainage or Other Withholding to Date:
_____
Total Payments to Date:

Project Sponsor Name and Address

Comments

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

FINAL PAYMENT CERTIFICATION

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
(For Contractor)

FINAL PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
(For Subcontractor/Vendor)

Notarization for Final AAP 21LL NYS

Sworn to me this _____

Day of _____

_____
Notary Public

Sworn to me this _____

Day of _____

_____
Notary Public

If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.

Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.

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LPM

CHAPTER 12

CONSTRUCTION CONTRACT REQUIREMENTS

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NOTE: This Chapter has associated appendices and forms at:
https://www.dot.ny.gov/plafap

The web addresses for hyperlink words referenced throughout this Chapter (except LPM Chapter links) are on the last page under REFERENCE.

Appendices

Appendix

12-1 CONSTRUCTION CONTRACT REQUIREMENTS

12-2 ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

12-3 CONSTRUCTION MANAGEMENT PLAN

12-4 PUBLIC INTEREST FINDING, INSTRUCTIONS, SAMPLE LETTER

12-5 TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATE LETTER

12-6 CONTRACT BID DOCUMENTS – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) - CHECKLIST

12-7 PROPOSAL COVER, TABLE OF CONTENTS, TITLE SHEET

12-8 NYSDOT SHELF NOTES

12-9 CERTIFICATION FOR PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

12-10 DBE COMMITMENT (Prior Appendix 14-9)

12.1 INTRODUCTION

This Chapter describes the requirements that apply to construction contracts advertised, bid, and awarded by Sponsors. The requirements are from the United States Code of Federal Regulations (CFR), specifically Title 23, Highways, and Title 49, Transportation. Sponsors must adhere to the requirements of both CFR Titles 23 and 49 when using federal funds. Chapter 3 of the Local Projects Manual (LPM) provides additional information on the Federal Highway Administration (FHWA) funded programs and eligibility.

12.2 PROJECT MANAGEMENT

12.2.1 Construction Management Plan (CMP)

As stated in Chapter 2 of the LPM, NYSDOT requires all Sponsors to have a written Construction Management Plan (CMP) detailing how the construction contract will be administered. The plan describes how the Sponsor plans to provide adequate supervision and inspection, including materials inspection and acceptance, and independent quality assurance to ensure projects are completed in conformance with the approved plans and specifications.

The CMP is part of the overall Project Management Plan (PMP) (see Chapter 2). Title ***23 CFR 635.105(c)(4)*** requires a Sponsor to provide a full-time employee to be in responsible charge of the project even if using consultants to provide engineering and construction inspection services or project management. This full-time employee is referred to as the Project Manager (PM). The PM reports to the Responsible Local Official (RLO), who has ultimate oversight and responsibility for the project.

The PM and the RLO may be the same individual if the RLO has project management experience. However, since each Sponsor has different resources and each construction project is different, the minimum requirements to be included in each CMP are noted in Appendix 12-3.

If the CMP is not approved before letting, between contract letting and contract award, the Sponsor's PM, Engineer-in-Charge (EIC), Inspector(s), and the Regional Local Projects Liaison (RLPL) shall meet to modify the CMP to include information initially not available to the Sponsor.

The CMP should be updated to include a list of individuals involved, their qualifications, responsibilities, and supervision hierarchy. The CMP may be modified by agreement between the contractual parties as necessary due to personnel changes, changed conditions, scope changes, schedule changes, or other reasons. See Appendix 12-3 for the CMP template. NYSDOT must approve the CMP before contract award.

12.2.2 Combination of Two or More Projects for Bidding Purposes

Title ***23 CFR 635.111*** permits two or more federal-aid and state-aid financed projects to be tied (combined) for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. All proposals submitted for tied projects must contain separate engineering shares for each project. Typically, the combination of projects is predetermined at the beginning of the project, with inclusion in the Project Management Plan. Care should be taken in determining the combination of the projects so that one will not delay the progress of the other (e.g., environmental issues, right-of-way concerns, schedule, funding availability). The Sponsor will coordinate the combination of two or more projects with the RLPL.

12.2.3 Bundling of Projects

Projects can be bundled for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. Bundled projects must have an independent utility with an independent logical termini and do not rely on each other to be completed. This bundling is typically determined and combined as a single contract package at PS&E. In the event that a bundled project includes both a federal-aid funded project and a state-aid funded project, the entire bundled project will need to meet federal contract requirements, which include compliance with Buy America, DBE, and Federal Prevailing Wage Rates. NEPA re-evaluation prior to construction authorization will only be required on the federally funded projects included.

All proposals submitted must contain separate bid prices for each project. It will be vital to track the expenses to the separate engineering shares to ensure no federal funds are expended on any of the state-funded projects included. Reimbursement requests will need to be submitted clearly separating the items for each project/engineering share (including lump sum items.) If federal aid is expended on a state-funded project, then that project would need to be in compliance with all federal regulations, including NEPA.

12.3 CONTRACTOR'S BID PROPOSAL PACKAGE CONTENTS

Sponsors can begin preparing the Contractor's Bid Proposal Package as soon as they have received federal authorization for Detailed Design. This section addresses the major topics covered in the Contractor's Bid Proposal Package. Sponsors must ensure that they use the most recent version of Appendices 12-1 and 12-1A and that the package is organized sequentially. Appendix 12-7, Proposal Title Page, Table of Contents, and Project Title Sheet should be included. Appropriate Shelf Notes to be added can be obtained from the RLPL. See Appendix 12-8 for a list.

The contract plans (if applicable), specifications, and estimate (PS&E) are the outcome of the design stage. It is a summary of the final design information necessary for contract advertisement.

- **For contracts off the State Highway System or National Highway System (NHS)** - The Sponsor must document in writing to the RLPL that all requirements and appropriate appendices were included in the contract bid documents.
- **For contracts on the State Highway System or NHS** - Contract bid documents must be submitted to the RLPL for a completeness review and approval by the Regional Director (RD) and/or FHWA prior to contract advertisement.
- See Project Development Manual (PDM) Exhibit 4-2 and Exhibit 4-3 for approval requirements.

The Contract Bid Document Transmittal Letter (see Appendix 12-5) is used to transmit to NYSDOT all required documents and information necessary to progress the project to the construction phase. The Sponsor provides the completed Contract Bid Documents – Plans, Specifications, and Estimate (PS&E) Checklist (see Appendix 12-6) and PS&E Certification (Appendix 12-9) to NYSDOT for review. It is recommended that the documentation associated with NEPA Re-Evaluation also be submitted with the Contract Bid Documents. Refer to Appendix 11 of the PDM.

Appendix 12-2 Additional Construction Contract Requirements must be included in their entirety in all federally aided construction contract bid proposals that do not use NYSDOT Standard Specifications. See LPM Chapter 9 Section 9.3 Construction Specifications for additional information.

12.3.1 Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements

Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements, contain sworn written statements from the contractor to the Sponsor regarding conditions set by the Sponsor. Appendices 12-1 and 12-1A, in their entirety, must be included in all construction contract bid proposals. By signing the Combined Certification Form of Appendix 12-1A, the contractor certifies that the contents are true.

12.3.1.1 Non-Collusive Bidding and Other Certifications

Collusion is defined as any activity that artificially affects prices when bidding on a contract or activity that restricts competition among bidders or potential bidders by exchanging or sharing information with firms presumed to be competing for the same contract. Title ***23 CFR 635.112(f)***; ***New York State Finance Law (SFL) Article 9, §139-d*** and ***General Municipal Law (GML) Article 5A, §103-d*** require non-collusive bidding and other certifications in all construction contracts. The above laws require bidders to certify that the bid submitted was arrived at without resorting to any collusive bidding practices.

Additionally, federal law requires bidders to certify that they are eligible to compete for contracts under federal regulations and are not under the sanction of any federal agency, nor are any sanctions pending against the firm or owner of the firm. Title ***2 CFR 1200*** also requires the bidder to certify that they have not been subject to legal action regarding fraud or misconduct.

A sample signature page (see Appendix 12-1A, Non-Collusive Bidding Certifications) allows for one signature to provide multiple certifications. NYSDOT recommends using this form to simplify signing for various certifications for the same contract.

12.3.1.2 Report of Violations of Non-Collusive Bidding or Other Prohibited Contract Activities

The laws noted in the **Non-Collusive Bidding Requirements** section encourage any person with knowledge of collusive bidding or other misconduct by others to report possible violations to the appropriate federal and/or state authorities. Reporting Violations of Non-Collusive Bidding Procedures Misconduct or Other Prohibited Contract Activities provides information on how to report such activities; and must be submitted with all federal-aid construction contracts.

12.3.1.3 Certification for Federal-Aid Contracts: Lobbying Disclosure

Title ***23 CFR 635.112(g)*** requires contractors or firms intending to conduct business with the federal government or participate in contracts funded with federal aid to disclose all lobbying activities.

12.3.1.4 Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273)

All federal aid highway contracts are bound by various federal laws, rules, regulations, and presidential executive orders. These requirements address issues such as:

- General contract administration,
- Non-discrimination,
- Non-segregated facilities,
- Payment of predetermined minimum wage,
- Statements and payrolls,
- Records of materials,
- Supplies and labor,
- Subletting and assigning of the contracts,
- Safety and accident prevention,

- False statements concerning highway projects,
- Clean air and water pollution control,
- Contractor lobbying activities; and
- Other aspects of the contract and/or contractor responsibilities.

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts includes detailed descriptions and explanations of these requirements and must be included verbatim in all federal aid highway contract packages (see Appendix 12-1).

12.3.1.5 Offer Disclosure of Prior Non-Responsibility Determinations

As part of the Contractor's Bid Proposal Package, ***SFL Article 9***, ***§139j*** and ***139k*** require contractors to complete the Offerors Disclosure of Prior Non-Responsibility Determinations form affirming that all information provided to the Sponsor is complete, true, and accurate. The form must be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

12.3.1.6 Contract Bonds

GML Article 5A, §103-f, and ***Standard Specifications 103-03*** require the contractor to provide the Sponsor with a Faithful Performance Bond and a Labor and Material Bond from a Surety Company. The contractor shall procure and deliver bonds to the Sponsor and maintain them at their own expense and without expense to the Sponsor until final contract acceptance by the Sponsor. See the Standards Specifications noted for additional information.

12.3.1.7 Bid Deposit

Bidders must submit a bid bond with each proposal for a federally aided contract. The bid bond guarantees that the bidder will enter a contract with the Sponsor for work if a Sponsor accepts a bidder's proposal. Each proposal shall be accompanied by a certified check or a bank cashier's check for a specified amount payable to the Sponsor (see NYSDOT's ***Standard Specifications 102-06*** and ***GML***, ***Article 5A, §102***). Bid deposits will be returned within 30 days after award to non-awarded bidders.

12.3.2 Civil Rights Requirements

12.3.2.1 Disadvantaged Business Enterprise (DBE) Participation

Under ***49 CFR 26***, the Sponsor will ensure that the contract includes a Disadvantaged Business Enterprise (DBE) participation goal in accordance with NYSDOT's current DBE Plan. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. When a construction contract is funded wholly or partially with federal funds, only a DBE goal is assigned to the contract; no other State or local business enterprise goals (no M/WBE goal) can be assigned. The DBE Goal Setting Procedures (Local Program) on the NYSDOT Office of Diversity and Opportunity website linked below detail how a DBE Goal is to be set on local projects. As referenced in the procedures, to set the DBE goal, Sponsors will use the table of Construction Contract Groups, Multi-Regional (Market Area) Map, and the Baseline DBE Goal Selection Chart in the Goal Setting Tools. These forms and instructions are found on NYSDOT's Office of Diversity and Opportunity website.

12.3.2.1.1 Instructions to Bidders Regarding DBE Participation

NYSDOT Standard Specification Section 102-12 (Participation Pre-Award Package), participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and commitment amount. See Appendix 12-10 DBE Commitment (previously Appendix 14-9) to assist the Sponsor in collecting the information from proposed bidders.

12.3.2.2 Minority and Women-Owned Business Enterprises (M/WBE) and Service-Disabled Veteran-Owned Business (SDVOB) Programs

All contracts entered into by the Sponsor that is wholly funded with state funds must be assessed to determine appropriate M/WBE and SDVOB goals. For detailed information on M/WBE and SDVOB goal setting, see LPM Chapter 19 Appendix 19-1 and 19-5.

12.3.2.3 Equal Employment Opportunity (EEO) Requirements

Per Title ***41 CFR 60*** and ***23 CFR 230***, the Sponsor will ensure contracts with an Engineer's Estimate of $10,000 or more include EEO workforce utilization goals. Their contractor shall not discriminate against any employee or applicant for employment. EEO utilization refers to workforce makeup, including women and minorities. The contract goal for minorities varies; it is dependent upon the county or counties in which the work is located. The female EEO participation goal is 6.9% throughout the State of New York. EEO requirements apply to prime contractors and their subcontractors. See Appendix 12-1.

12.3.2.4 Civil Rights Monitoring and Reporting

All civil rights reporting is to be performed utilizing NYSDOT's approved civil rights reporting software, EBO (Equitable Business Opportunities Solution). Sponsors must submit an EBO access form to the RLPL with their contract bid. Information concerning EBO is found online at https://www.dot.ny.gov/dotapp/ebo. Sponsors should contact their RLPL for additional assistance with EBO.

12.3.2.5 Title VI Assurances

The Title VI Assurances contained in *APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)* must be physically inserted into all federal aid contracts and subcontracts. Therefore, it may not be included by reference.

12.3.3 Other Requirements

12.3.3.1 Authority Delegation

Locally administered federal aid transportation projects will use the current NYSDOT Standard Specifications detailed in LPM Chapter 9 Section 9.3. Modifications to the specifications will require written approval from NYSDOT. See Chapter 9, Section 9.3.3 for more information on special specifications.

NYSDOT Standard Specifications refer to NYSDOT employees (Chief Engineer, Deputy Chief Engineer Structures, etc.) and functional units (Structures, Traffic, and Safety, etc.) to provide for approvals or to perform functions. Sponsors may or may not have access to these resources. Depending on NYSDOT's level of oversight and/or capacity to perform the work, functional unit

actions identified in NYSDOT specifications may need to be performed by contract. For example, subsurface exploration would be performed by an approved Geotechnical Consultant if NYSDOT's Geotechnical Engineering Bureau does not have the capacity for the necessary work. Costs and confirmation of availability must be identified in Schedule A of the State Local Agreement before scheduling NYSDOT technical services.

Approval authority is delegated to the Responsible Local Official (RLO) by Municipal Resolution attached to the State-Local Agreement. If the RLO is not a Licensed Professional Engineer, the RLO will recommend the plans, specifications, and estimate based on certification provided by a Licensed Professional. These delegated authorities, approvals, and functional unit actions or subcontracting shall be approved by the RLPL and documented in the Project Management Plan and the Construction Management Plan.

12.3.3.2 Insurance Provisions

The following insurance provisions are required when contractors, subcontractors, and their suppliers intend to conduct business in New York State:

- Workers' Compensation
- Disability Insurance
- Commercial General Liability Insurance
- Commercial Automobile
- Umbrella or Excess Liability
- Special Protective and Highway Liability

Sponsors may require other insurances, depending on the work being performed, including Professional Liability/Errors and Omissions, Railroad Protective, Marine Protection and Indemnity, Pollution Liability, and Builder's Risk.

All required insurance policies, except worker's compensation and professional liability, shall be endorsed to provide coverage to "The Sponsor, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants working for or on the project, and their agents or employees." See NYSDOT's ***Standard Specifications 107-06*** for more details.

12.3.3.3 Prevailing Wage Rates, Use of Convict Labor and Materials

Federal and state contracts must include requirements regarding prevailing wage rates, various employment practices, and the use of convict-produced materials (see NYSDOT ***Standard Specifications 102-10***).

Federal wage rates must be obtained online from the official federal contracting Wage Determinations Online website. The federal wage rates must be physically inserted into the contract proposal. The federal wage rates must be updated by addendum within 10 days or more before the letting,

New York State prevailing wage rates can be found online at the New York State Department of Labor's website. A Prevailing Rate Case number (PRC) will be issued. If the same request is submitted multiple times, the Sponsor will be assigned a different PRC each time for the same project. Only the first four pages of the most current state wage rates, including the PRC number, need to be included in the proposal. Contractors are obligated to pay the higher of the two as both are stated as minimum rates.

12.3.3.4 Buy America Requirements and Waivers

Title ***23 CFR 635.410***, ***23 USC 313, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL)*** require all bidders for federal aid contracts to submit bids based on furnishing domestic materials per Standard Specifications 106-11 *Buy America*. The contract will be awarded to the bidder who submits the lowest total bid based on the Buy America requirements as detailed in Standard Specifications 106-11 *Buy America*. This includes any federal aid in any project phase regardless of whether federal aid will be applied to construction. Buy America also applies to general utility installations and municipal utilities if federal funds are involved in any project phase.

At the request of the Sponsor, NYSDOT may request from FHWA a waiver of the provisions of this section if it meets the waiver requirements as noted in Standard Specifications 106-11 *Buy America*. The submittal of a waiver request requires an extensive review and approval by FHWA and does not guarantee that a waiver will be granted.

A Sponsor may use the alternative bidding procedure to justify the use of foreign materials without requesting a waiver. Under this procedure, the total project is bid with two alternatives: one which is based on foreign source materials while the second alternative requires domestic materials. All bidders must submit a bid using domestic source materials and have the option of submitting a bid using foreign source materials. The use of foreign products is justified if the lowest total bid with domestic products is at least 25 percent more than the lowest bid with foreign source products. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for items with domestic materials detailed in Standard Specifications 106-11 *Buy America*.

12.3.3.5 Changed Conditions and Disputed Work Provisions

Title ***23 CFR 635.109***, "Standardized Changed Conditions Clauses," requires all FHWA funded contracts let by NYS agencies, municipalities, and/or public authorities to provide processes for equitable contract adjustments and contract disputes. Title ***23 CFR 635.109*** also contains three contract clauses (found in NYSDOT's ***Standard Specifications 104-03, Standard Specifications 104-04, and Standard Specifications 104-05***) which must be included verbatim in each federal aid construction contract. These clauses are included in all federally funded local projects by reference to the NYSDOT Standard Specifications.

12.3.3.6 Retainage Provisions

SFL Article 9, §139-f, and ***GML Article 5-A, §106-b*** does not require NYSDOT and Sponsors to hold retainage from contractors or permit the contractor to withhold retainage except for work not completed on NYSDOT administered contracts. Therefore, the limits on retainage as provided in **GML Article 5-A, §106-b** cannot be applied by the Sponsor. In accordance with Standard Specification 109-07 Prompt Payment, the Sponsor must ensure that the Contractor does not hold any. See LPM Chapter 5.3.1.4 Retainage Policy.

12.3.3.7 Prompt Payment Provisions

GML Article 5-A, ***§106-b,*** and ***SFL Article 9***, ***§139-f*** require the contractor to pay their subcontractors and suppliers within seven (7) calendar days of receipt of payment from the Sponsor and provide for interest on late payments for all public works contracts. See LPM Chapter 5.3.1.3 Prompt Payment Policy. The prime contractor's date of payment to subcontractors is the date that payment is sent to the subcontractors; this date is recorded in EBO. Subcontractors are required to acknowledge these payments in EBO promptly. Contract provisions stating any other payment

schedule will not be allowed; contracts cannot supersede State Finance Law. In accordance with Standard Specification 109-07 Prompt Payment, the Contractor will not withhold payment to subcontractors or DBE/MBE/WEB/SDVOB's due to disputes about the quantity of work performed. See Construction Administration Manual (MURK Part 1A) for additional information.

12.4 MISCELLANEOUS REQUIREMENTS

12.4.1 Residency and Other Requirements

Title ***23 CFR 635.110(b)*** prohibits the Sponsor from imposing unusual contract specifications, including requirements for an award or submitting a bid, such as residency requirements or geographical or other restrictions, which tend to restrict competition. Such requirements cannot be part of the solicitation for bids or the bid proposal package nor appear in any advertisement for bids.

12.4.2 Specialized Experience Requirements

The special requirements for determining the lowest responsible bidder should be clear, reasonable, and consistent with standard industry practices. For instance, on a project involving historic preservation, several years of experience in the historic preservation field, or at least three completed historic preservation contracts similar in size and scope would be a reasonable requirement. However, special expertise cannot be written to preclude any bidder from submitting a bid and can only be used to determine the lowest responsible bidder. Below is an example of an appropriate clause for historic preservation work which may be included in a bid proposal package.

> Due to the highly sensitive nature of the historic preservation work in this contract, as a condition of the award, bidders must have at least _____ years' experience working with historic (timber, iron, etc.) structures (bridges, buildings, etc.), including work on similar contracts or structures. In addition, the bidder must include a list of current and previously completed historic preservation contracts in its bid package, including the name of the contract owner, a contact person, and telephone number so that references can be verified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications.

12.4.3 Wicks Law Requirements

Known as Wicks Law, ***GML Article 5-A, §101*** and ***SFL Article 9 §135***, applies to State agencies, certain public benefit corporations, municipalities, school districts, and boards of cooperative educational services but does not apply to private building construction. This is a New York State statute, and NYSDOT has no authority to grant waivers. The law applies if a construction contract involves building construction and the total construction contract value exceeds:

- $3 million in Bronx, Kings, New York, Queens, and Richmond Counties,
- $1.5 million in Nassau, Suffolk, and Westchester Counties, or
- $500,000 in all other counties in New York State.

GML Article 5-A, §101 requires the contract owner (Sponsor) to bid and execute separate contracts for general construction, plumbing, heating/ventilating/air conditioning, and electrical components for building construction. For any project which does not meet the above thresholds and is not let with separate contracts, this law applies in the following ways:

- All bidders must submit with their bids a sealed list of the subcontractors that will perform the plumbing, H/V/AC, and electrical work.
- The successful low bidder's sealed list will be opened, and the Contractor is required to use the list of subcontractors unless there is a legitimate construction need to change the subcontractor. The Sponsor's approval is required for a change to be made.
- The sealed lists are returned unopened to the non-selected bidders.

12.4.4 Prequalification

GML Article 5-A, §103 allows political subdivisions (municipalities) with populations over 50,000 to prequalify bidders. The prequalification program establishes guidelines governing the qualifications of bidders for construction/procurement contracts. These programs are allowed if the Sponsor maintains an appropriate list of qualified bidders who meet the Sponsor's established standards. Indication of the use of a pre-qualified bidder must be noted in the advertisement of the project. The established standards shall consider the prospective bidders' experience and the past performance of work completed by the prospective bidders as well as:

1. The prospective bidders' ability to undertake the type and complexity of work,
2. The financial capability, responsibility, and reliability of the prospective bidders for such type and complexity of work,
3. The record of the prospective bidders in complying with existing labor standards and maintaining harmonious labor relations,
4. The prospective bidders' compliance with equal employment opportunity requirements and anti-discrimination laws, and demonstrated commitment to working with disadvantaged businesses through joint ventures of subcontractor relationships; and
5. The record of the prospective bidders in protecting the health and safety of workers on public works projects and job sites as demonstrated by the prospective bidders' Workers Compensation Experience Modification Rate for each of the last three years.

The Sponsor's prequalification process must have a documented appeal process for firms denied a place on a pre-qualified list. In addition, NYSDOT must review and approve any prequalification provisions.

12.4.5 Project Labor Agreement

NYS Labor Law Article 8, §222 allows Sponsors to use a Project Labor Agreement (PLA) when it has been determined that the Sponsor's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud, and corruption, and other considerations such as the impact of delay, and the possibility of costs savings are best met by requiring a PLA. Project Labor Agreement shall mean a pre-hire collective bargaining agreement between a contractor and a bona fide building and construction trade labor organization. The trade labor organization is the collective bargaining representative for all persons who will perform work on a public works project. Only contractors and subcontractors who sign a pre-negotiated agreement with the trade labor organization can perform project work.

It should be noted that any project undertaken with a PLA shall:

- For design, be subject to the review and approval of the Sponsor; and the design and construction standards are subject to the review and approval of NYSDOT,
- Contain a provision that the contractor shall furnish a labor and material bond guaranteeing prompt payment and a performance bond for the faithful performance of the project,
- Participate in an apprentice training program if the project exceeds the noted values under ***NYS Labor Law Article 8, §222.***

The use of a PLA must :

- Be consistent with ***23 United States Code (USC) 112***,
- Lead to a more effective use of federal funds; and
- Be in compliance with all **Title 23** and **Title 49 USC** and **CFR** requirements.

To accomplish consistency and compliance with the referenced codes, a complete study, analysis, and report must be prepared by an independent consultant retained by the Sponsor who is

experienced in the development and implementation of PLA's and has not been retained to perform the design of the project. The consultant must conduct a thorough project analysis of the costs/benefits of a PLA and document specific facts and figures in the Due Diligence Impact Study Report.

NYSDOT will review all PLA's prior to submitting to FHWA for approval, including Design-Build. The final report must be provided to the RLPL to be included in the project files.

The NYS Office of General Services (OGS) has a contract for Project Labor Agreement Services that Sponsors may use to select a firm. The Sponsor must use the mini-bid process to solicit a cost estimate from all on the list before selecting one firm. If a Sponsor uses the OGS Contract, the federal requirements as found in Appendices 12-1 and 12-1A must be incorporated into the contract. Therefore, the Sponsor would be eligible for reimbursement only if the federal requirements are incorporated into the contract.

12.4.6 Design-Build

The "New York City Public Works Investment Act of 2019" authorized the New York City's Department of Design and Construction and Department of Transportation to undertake public work projects pursuant to project labor agreements that cost $10 million or more, use of the alternative delivery method known as Design-Build contracts. The New York State Department of Transportation Design-Build Procedures Manual provides the procedures to be followed. No other Sponsor is permitted at this time to utilize Design-Build as an alternative delivery method.

12.4.7 Warranties and Specialty Items

Title 23 CFR 635.413 generally prohibits the Sponsor from requiring a contractor to warrant or guarantee its overall workmanship for some time after the contract work is accepted. Warranties and guarantees are not allowed on federal aid contracts and should not be part of the contract bid proposals. Warranties for routine maintenance items not within the control of the contractor are prohibited. Specific Sponsor requests to use warranty clauses must be submitted to the RLPL for NYSDOT approval before Contract Bid Document Package submission. Standard manufacturers and suppliers' warranties on installed equipment and materials are allowed under federal regulations without additional approval. See **Standard Specifications 105-18 and 105-19** for more information.

12.4.8 Training and Apprenticeship Requirements

Training is one of the Civil Rights activities that may be used to address the under-utilization of minorities, females, and economically disadvantaged persons in highway construction and engineering contracts. The Sponsor must include Item 691 Training and Apprenticeship Requirements if the construction cost is estimated above $5M. It should be noted that if the construction cost is below $5M and there is an opportunity for training, the item may be included. The program requirements must be reviewed and approved by both NYSDOT and FHWA. Only FHWA-approved On-the-Job Training (OJT) programs or NYS Department of Labor (NYSDOL)/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review and approval processes are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate with their RLPL. See Highway Design Manual (HDM) 21.4.3.2 Training Requirements.

12.4.9 NYSDOT Oversight

There are times where different phases of the project, such as preliminary design, detailed design, right-of-way, construction inspection, or construction, are not funded with federal funds. If the construction phase is not advanced with federal funds, NYSDOT must provide oversight and ensure compliance in the areas of Environmental Commitments, Right-of-way (ROW) Requirements/Acquisition, and Buy America provisions.

12.5 CONTRACTING METHODS

Title ***23 CFR 635*** describes federal regulations governing construction contracts let by a Sponsor for which the Sponsor anticipates federal reimbursement. Title ***23 CFR 635.104(a)*** requires construction contracts to be awarded to the lowest responsible bidder, as determined by a competitive bidding process. The Sponsor must comply with federal aid competitive bidding requirements. NYSDOT is the primary recipient of FHWA funding. When receiving federal funds, NYSDOT must monitor and assure compliance with federal regulations on contracts initiated by a project Sponsor or subcontracts initiated by a contractor.

Failure to comply with all federal and state laws, rules, regulations, and federal presidential and state gubernatorial executive orders may result in the loss of federal aid and removal of NYSDOT and/or FHWA participation from the project. In addition, the State may deduct other state or federal aid due to the Sponsor's future payments. Refer to Chapter 4, Local Project Agreements, for rules and regulations regarding possible repayment of funds to NYSDOT. For additional requirements regarding construction contract administration and compliance, see Chapter 15.

Costs found to be ineligible after payment was made to the Sponsor must be repaid to New York State. NYSDOT will reduce current or future reimbursement claims on the same or other projects the Sponsor may have with NYSDOT if the Sponsor fails to repay.

12.5.1 Force Account Work by Sponsors

Title ***23 CFR 635.104(a)*** requires competitive bidding for construction contracts unless provided in ***23 CFR 635.104(b)***, some other method is more cost-effective. Force Account Construction by the Sponsor is one method utilized. Title ***23 CFR 635.201-205*** documents the federal requirements for Force Account Construction. NYSDOT or FHWA must approve all requests to use Force Account Work on local let construction projects.

12.5.1.1 Public Interest Finding

Title ***23 CFR 635.104(b)*** provides the option for a Sponsor to determine if it is more cost-effective to use its resources to perform the work adequately than competitive bidding on a local-let, federally aided construction contract (i.e., Force Account Work). The Sponsor must submit to the RLPL in writing a request justifying why "no-bid force account work" is necessary. This can be justified by showing how it is cost-effective to use the Force Account method vs. competitive bidding (e.g., during emergency conditions). This request is called a Public Interest Finding (PIF).

- For projects OFF the National Highway System (NHS), the PIF will be submitted to NYSDOT for approval.
- For projects ON the NHS, the PIF will be submitted by NYSDOT to FHWA for approval. See Appendix 12-4 for the PIF form, instructions, and transmittal letter.

12.5.1.2 Use of Sponsors' Equipment or Materials

Generally, Sponsors cannot require the prime contractor to use the Sponsor's equipment or materials as a condition or pre-condition of awarding the contract. However, if documented in the PIF, exceptions may be allowed by NYSDOT or FHWA. Equipment must be acquired through competitive bidding or produced by municipal forces. The Contractor must have the option to use their own equipment. Cost for equipment must be based on rental rates or unit prices, and points of availability shall be documented in the Contract Bid Package.
Note: Sponsors cannot profit from the rental of their equipment or materials.

12.5.2 Using Alternate Bidding

If the Sponsor utilizes an alternate bid process to stay within budget limits, the alternate bid process must be clearly described in the bid proposal. A Sponsor cannot use an alternate process where the Sponsor may arbitrarily choose from among the alternate bid items. An arbitrary process may create an impression of impropriety. FHWA has accepted the method described in the Alternate Bidding Section of this chapter.

A Sponsor may choose alternate bidding to maximize the benefits of the funding available for a contract. In general, the concept allows for Contractors to bid on the elements of the basic contract scope (base bid) first as well as submit bids on work outside of the basic contract scope: the alternate bid items. These alternates can be either additions or deletions from the basic contract scope. Bids on the basic scope of the contract and the alternate items are submitted at the same time and opened at the same time.

If the Sponsor receives a bid on the basic scope which is less than the Engineer's Estimate for the basic scope, bids on the alternate items are considered according to a predetermined order of priority, so long as the total bid price remains under the total contract budget (see Scenario #1). Conversely, if all bids exceed the Engineer's Estimate, Sponsors may delete alternate bid items, subject to a priority ranking, to stay within the contract budget (see Scenario #3).

12.5.2.1 Format for Alternate Bidding

The use of alternate bid items is permissible under strict budgetary circumstances. To assure bidders of the integrity of the competitive bid process, the criteria and formula for determining the low bidder in an alternate bid process must be fully and clearly described in the bid proposal documents. The bid solicitation must advise potential bidders that alternate bidding will be used. Whether adding or deleting alternate items, the Sponsor must prioritize the alternate bid items and follow a rational sequence when selecting the alternate items. The Sponsor is not free to pick and choose among the alternates. The following format must be adhered to.

> EXAMPLE: If a budgeted figure cannot be exceeded, the total budget figure should be announced at the public bid opening just prior to opening the bids. The bid proposal should state the criteria on which award will be based as follows:
>
> - If any bids for the base bid plus Alternates 1-3 come under the budget figure, the award will be made based on the base bid plus Alternates 1-3; however,
> - If all bids for the base bid plus Alternates 1-3 exceed the budget figure, the award will be based on the base bid plus Alternates 1 and 2; however,
> - If all bids for the base bid plus Alternates 1 and 2 exceed the budget figure, the award will be based on the base bid plus Alternate 1; however,
> - If all bids for the base bid plus Alternate 1 exceed the budget figure, the award will be based on the base bid only; however,

- If all bids for the base bid exceed the budget figure, the award will be based on the base bid and Alternate 4 (deduct item); however,
- If all bids for the base bid and Alternate 4 (deduct item) exceed the budget figure, the award will be based on the base bid and Alternates 4 and 5 (deduct items); however,
- If all bids for the base bid and Alternates 4 and 5 (deduct items) exceed the budget figure, the award will be based on the base bid plus Alternates 4, 5, and 6 (deduct items)

Scenarios #1, #2, and #3 below illustrate the above example in determining the low bidder when alternate bid items are used.

SCENARIO #1 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$150,000	$20,000	$20,000	$20,000	$210,000
B	$170,000	$15,000	$ 7,000	$ 7,000	$199,000
C	$185,000	$17,000	$10,000	$ 3,000	$215,000
D	$175,000	$18,000	$ 5,000	$15,000	$213,000

BIDDER B is the low bidder, using base bid plus Alternates 1-3, for a total of $199,000.

SCENARIO #2 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$196,000	$ 8,000	$ 8,000	$ 8,000	$220,000
B	$192,500	$10,000	$ 2,000	$ 8,000	$212,500
C	$194,000	$11,000	$ 6,000	$ 9,000	$220,000
D	$190,000	$15,000	$ 5,000	$15,000	$225,000

BIDDER D is the low bidder based on the base bid only. All other applications of the formula exceed the budget figure.

SCENARIO #3 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2		ALT.#3	ALT.#4	ALT.#5	ALT. #6
A	$220,000	$ 8,000	$ 9,000		$ 8,000	($10,000)	($10,000)	($10,000)
B	$225,000	$ 7,000	$ 7,000		$ 8,000	($ 8,000)	($ 7,000)	($ 8,000)
C	$215,000	$10,000	$ 7,000		$ 6,000	($10,000)	($ 6,000)	($ 5,000)
D	$230,000	$10,000	$10,000		$ 7,000	($12,000)	($10,000)	($ 8,000)

BIDDER C is the low bidder, based on the base bid plus Alternates 4 and 5 ($215,000 minus $10,000) (Alt. #4) and minus $6,000 (Alt. #5), total price $199,000 following the formula.

12.6 REFERENCES

Federal Laws and Regulations
USC Title 23 United States Code – Title 23 Highways
USC Title 49 United States Code – Title 49 Transportation
Code of Federal Regulations Code of Federal Regulations
2 CFR 1200 Debarment
23 CFR 112 Letting of Contracts
23 CFR 230 External Federal Highway Programs
23 CFR 635 Construction and Maintenance
23 CFR 635.104(a)(b) Method of Construction
23 CFR 635.105(c)(4) Supervising agency
23 CFR 635.109 Standardized changed condition clauses
23 CFR 635.110(b) Licensing and qualification of contractors
23 CFR 635.111 Tied Bids
23 CFR 635.112(e)(f)(g) Advertising for bids
23 CFR 635.114(a) Award of contract and concurrence in the award
23 CFR 635.201-205 Force Account Construction
23 CFR 635.410 Buy America requirements
23 CFR 635.413 Guaranty and warranty clauses
41 CFR 60 (Equal Opportunity Clauses – Compliance Reports
49 CFR 20.100 Conditions on use of funds
49 CFR 26 Disadvantaged Business Enterprises, (DBE)

State Laws and Regulations (State Finance Law, (SFL) & Labor Law)
Article 9, Section 135 Separate specifications for contract work
Article 9, Section 139-d Statement of non-collusion in bids to the state
Article 9, Section 139-f Payment on public work projects
Article 9, Section 139-j Restrictions on contracts during the procurement process
Article 9, Section 139-k Disclosure of contracts and responsibility of offers
Article 9, Section 146 Certain construction contracts involving steel
NYS Labor Law, Article 8, Section 222 Project Labor Agreements, (PLAs)

General Municipal Laws and Regulations (General Municipal Law (GML))
Article 5-A, Section 101 Separate specifications for certain public work
Article 5-A, Section 102 Deposits on plans and specifications
Article 5-1, Section 103 Political Subdivisions
Article 5-A, Section 103-d Statement of non-collusion bids
Article 5-A, Section 103-f Security bonds on municipal projects
Article 5-A, Section 106-b Payment on public work projects

Other:

FHWA Contract Administration Core Curriculum Manual (Buy America)
https://www.fhwa.dot.gov/programadmin/contracts/cacc.pdf

FHWA Project Labor Agreements
https://www.fhwa.dot.gov/construction/contracts/100507.cfm

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts
https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

MURK Part 1A Contract Administration Manual (CAM)
https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a

New York State Department of Labor's Prevailing Work and Public Wage
http://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm

US Government Wage Determinations
https://beta.sam.gov/search?index=wd

Workers Compensation Experience Modification Rate
http://www.safetymanagementgroup.com/emr-experience-modification-rate.aspx

LPM

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than $6,000 and not more than $12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID

PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES

US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active EEO 12program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation,

gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by

the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics

are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov , refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;
(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions

of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to

the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**
(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS
FILLABLE FORMS

Contents

NON-COLLUSIVE BIDDING CERTIFICATION

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

COMBINED CERTIFICATION FORM

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
   NO ☐ YES ☐

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?
   NO ☐ YES ☐
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?
   NO ☐ YES ☐
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:
Date of Finding of Non-Responsibility:
Basis of Finding of Non-Responsibility:
(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
   NO ☐ YES ☐
6. If yes, please provide details below.

Governmental Entity:
Date of Termination or Withholding of Contract:
Basis of Termination or Withholding:
(Add additional pages as necessary.)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:
Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,

2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,

3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,

4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",

5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",

6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,

7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),

8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete,
true and accurate,

9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,

10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,

11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

_____
Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

Notary Public

(Acknowledgment by **Individual Contractor, If a Corporation**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the _____ the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgment of **Co-Partnership Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

_____
Notary Public

APPENDIX 12-2

ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

[FOR LOCALLY ADMINISTERED FEDERAL AID CONSTRUCTION PROJECTS WHICH DO NOT USE NYSDOT STANDARD SPECIFICATIONS]

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NOTE: References to actions undertaken by the following: "Commissioner, Office of the State Comptroller, Department, Regional Director, Regional Construction Engineer, Deputy Chief Engineer Construction (DCEC) or State," unless used in the context of reference to specific state law or regulations will be performed by the project sponsor or their designee

LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, shall be applicable. On contracts financed with Federal Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained **in 23 CFR 635.117** are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted.

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Department will provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will favorably review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work, but the application should not request more than 60 hours per week. The 60

hours per week may be either six 10-hour days or five 12-hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however, with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g., the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231 for Federal-Aid contracts and on HC-231 for Non-Federal-Aid contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the amount of the contract exceeds $25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Training. An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A list of approved programs is available from the NYS Department of Labor at https://www.labor.ny.gov/apprenticeship/appindex.shtm.

A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

Several sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOT-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprentice able occupations as determined by NYSDOL or USDOL.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in

providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under *Training Special Provisions* and/or *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentices/ trainees.

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day to day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentices/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

PURCHASE CONTRACTS WHICH DO NOT INVOLVE INSTALLATION OR LABOR DO NOT REQUIRE WAGE RATES

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	**%**	**COUNTY**	**%**	**COUNTY**	**%**
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Department seeks to:

- To ensure nondiscrimination in award and administration of DOT-assisted contracts in the NYSDOT's highway, transit, and airport financial assistance programs,
- To create a level playing field on which DBEs can compete fairly for Dot-assisted contracts,
- To ensure that the Department's DBE Program is narrowly tailored in accordance with applicable law,
- To ensure that only firms that fully meet the Department's DBE Program eligibility standards are permitted to participate as DBEs,
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts,
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients,
- To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurances stated below.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

A. Disadvantaged Business Enterprise (DBE) Program. The Federal statutory authority for the DBE Program is contained in the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240); the Transportation Equity Act of the 21st Century (TEA-21) Public Law 105-178; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law 109-59; the Moving Ahead for Progress in the 21st (MAP-21) Public Law 112-141; and the Fixing America's Surface Transportation (FAST) Act Public Law 114-94. New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

B. DBE Goal. Federal-aid contracts have a single DBE goal. The Department will monitor the Contractor's commitments towards the DBE goal and attainments in accordance with 49 CFR 26.

1. Established Goal. The contract participation goal for DBEs is established by geographic location and work type. The goal is stated in the proposal and remains in

effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the participation goal and shall meet the goal or demonstrate that it could not meet them despite its best efforts. Failure to provide commitments to meet the established goal for the contract or failure to meet the good faith efforts may be grounds for rejection of the bid as non-responsive.

2. Zero Percent Goal. If a zero goal for participation by DBEs is established, the Contractor shall promote the objectives of the DBE Program by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the Department's DBE Program.

C. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible under the DBE Program. Only the work, services or products provided by the DBE Firms under NAICS code(s) which the DBE is certified for, at the time the DBE enters into a contract with the Contractor, can be credited towards the contract goal. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. A directory of certified firms is available on the NYS Unified Certification Program website at https://nysucp.newnycontracts.com/.

D. Counting DBE Participation Towards the DBE Goal. The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the participation is a commercially useful function. A DBE prime contractor shall continue to provide opportunities for participation by other DBEs in all types of contracts and procurement activities. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function in accordance with federal regulations, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. *Subcontractors.* A Subcontractor is any individual, firm, or corporation to whom the Contractor, with written consent of the Department, sublets any part of the contract.

100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal, including the cost of materials and supplies purchased by the DBE, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.

2. *Manufacturers/Fabricators.* A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. A Fabricator is a firm that assembles, constructs, or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale.

100% of the cost of the materials or supplies from a DBE Manufacturer or Fabricator will be counted toward the DBE goal. Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation.

3. *Material Suppliers.* A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and

regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question.

60% of the cost of the material or supplies from a DBE Material Supplier will be counted toward the DBE goal. Equipment rental or leasing is considered to be a type of material supply activity and is credited at 60%. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier or broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

A Material Supplier who deals in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. A Material Supplier must take legal responsibility for the items at all times. This can be accomplished through delivery with their own trucks and/or long-term leasing agreements with third party vendors, but not on an ad hoc or contract-by-contract basis. While some items may be drop-shipped due to the specific needs in a contract, the supplier must ship from their place of business.

4. *Brokers/Manufacturer's Representatives.* A Broker/Manufacturer's Representative is a firm that arranges or expedites transactions for materials.

100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal, provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker/ Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

5. *Services.* A Service is a firm that provides an economic benefit, such as professional, technical, consultant, or managerial service, or provides bonds or insurance specifically required for the performance of the contract.

100% of the expenditure for fees charged by a DBE Service will be counted toward the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

6. *Trucking Firms.* A DBE trucking firm shall own and operate at least one fully licensed, insured, and operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible, and the arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The DBE trucking firm shall control the day-to-day DBE trucking operations and shall be responsible for: (1) negotiating and executing rental/leasing agreements; (2) controlling the work force; (3) coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) scheduling and dispatching trucks.

a. *DBE Owned/Leased Trucks.* 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use

of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. *Other DBE Trucks.* The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. *Non-DBE Trucks.* The DBE may obtain trucks from a non-DBE, including an owner-operator. The DBE that leases trucks equipped with drivers from a Non-DBE is entitled to credit for the total value of trucking operations provided by Non-DBE leased trucks equipped with drivers not to exceed the value of trucking operations on the contract provided by DBE trucks or leased trucks with DBE employee drivers. Additional participation by Non-DBE owned trucks equipped with drivers receives credit only for the value of the fee or commission that the DBE receives as a result of the lease arrangement.

The DBE may lease trucks without drivers from a Non-DBE truck leasing company. If the DBE leases trucks from a Non-DBE truck leasing company and uses its own employees as drivers, it is entitled to 100% of the total value of these trucking services.

E. Commercially Useful Function. A DBE's participation will only be counted toward meeting the DBE contract goal when it performs a commercially useful function. To be considered as performing a commercially useful function, a DBE shall be responsible for the execution of a distinct element of work on a contract and carry out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. This applies to all work performed by a DBE including Subcontractors, Manufacturers / Fabricators, Material Suppliers, Brokers / Manufacturer's Representatives, Services and Trucking Firms.

Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The Contractor shall not seek credit toward the goal through any arrangements or actions of others where the Contractor knows or should have known based upon evidence and circumstances present, that a DBE is not performing a commercially useful function.

1. *Work Force.* The DBE shall employ a work force (including administrative and clerical), separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE will not be allowed.

2. *Supervision.* All work performed by the DBE shall be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

3. *Materials.* DBE Subcontractors shall negotiate price, determine quality and quantity, order, install (where applicable) and pay for the materials(s) required to perform the work when material supply is included in their scope of work.

4. *Equipment.* DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. A DBE Subcontractor shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

Equipment a DBE Subcontractor purchases or leases from a Contractor or its affiliate will not be counted toward meeting the DBE contract goal. Should back charges result in DBE participation falling below the goal, the Contractor shall be required to backfill.

F. Submission of Proposal. In submitting a proposal, a Bidder declares that it shall make commitments to those qualified DBEs whose participation the Bidder submits to meet the contract goal. The Bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, brief description of work, and estimated commitment amount.

G. Pre-Award Participation Package. Within 5 calendar days after letting for Federal-Aid contracts, the Low Bidder shall submit a complete DBE Pre-Award Participation Package, as outlined below, to the Office of Construction using the Department approved civil rights reporting software, *Equitable Business Opportunity Solution (EBO)*. The DBE Pre-Award Participation Package shall include all the commitments identified in their proposal at the time of the letting. The time period is measured starting the day after the Letting, and if the last day is a Saturday, Sunday, State holiday or Federal holiday, the period is extended to the next day that State offices are open.

A commitment to a DBE is expressed as a dollar amount agreed to by both the Bidder and the DBE for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in EBO.

For each DBE Subcontractor, the Apparent Low Bidder shall indicate the contract pay item number(s) of the work to be performed in EBO. For those items of work where the DBE Subcontractor is performing less than 100% of a contract pay item, the Apparent Low Bidder shall explain, in writing, the scope of work to be performed by the DBE.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Apparent Low Bidder shall indicate the contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Apparent Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific Department contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Firm, the Apparent Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates. The Apparent Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Apparent Low Bidder shall provide copies of all lease agreements utilized by the DBE Trucking Firm.

If the Low Bidder meets or exceeds the established DBE goal(s) for the contract with commitments to certified DBEs, it is not necessary for the Low Bidder to submit documentation of good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its Good Faith Efforts in accordance with Section H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved AAP19 *D/M/WBE Schedule of Participation*.

After the Low Bidder has identified pre-award commitments to DBEs in EBO, each DBE shall acknowledge the commitment in EBO within 10 calendar days after letting.

H. Good Faith Efforts. If the Apparent Low Bidder fails to meet the DBE contract goal, the Department will evaluate the good faith efforts the Bidder made to obtain DBE participation to determine if the efforts are sufficient enough to recommend award of the contract. Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

If the Low Bidder has not met the DBE goal, it shall submit the AAP10 *D/M/WBE Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all forms of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that were not selected for participation, quotations submitted by non-DBEs that were selected for comparison, and an explanation for the Bidder's action in each case.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made.

Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. Securing participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYS Unified Certification Program (NYSUCP) shall be used to fulfill the established goal on Federal-Aid contracts.

2. Soliciting, at a minimum, certified DBEs in the appropriate geographic area:
   - For all work, soliciting certified DBEs within 75 miles of the contract location.
   - For trucking operations and equipment rental, soliciting certified DBEs within 75 miles of the contract location.

- For work such as guide rail, fencing, landscaping, work zone traffic control, survey, signs, permanent highway lighting, traffic signals, and intelligent transportation systems (ITS); soliciting certified DBEs within 150 miles of the contract location.
- For work such as pavement markings, manufacturers, fabricators, material suppliers, brokers, and services; soliciting certified DBEs within 300 miles of the contract location, or on an upstate or downstate basis.

3. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified D/M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.

The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the DBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with DBEs as evidence of good faith efforts, using the *Solicitation Log* as a continuing record.

4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

5. Providing interested DBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.

6. a. *Negotiating in good faith with interested DBEs.* It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and material suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. *Additional Costs.* The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however,

required to accept higher quotes from DBEs if the Department determines the price

difference to be excessive or unreasonable.

7. a. *Not rejecting DBEs as unqualified.* The Bidder shall not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Bidder's efforts to meet the contract goal. Rejection of the DBE because its quotation for the work was not the lowest received is not considered good faith effort. Nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

   b. *Replacement Prices.* A prime contractor's inability to find a replacement DBE at the original price is not sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.

9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.

10. Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

11. Stating future commitments to use DBEs after contract award is not considered to be responsive to the contract solicitation requirements or to constitute good faith efforts.

I. Pre-Award Approval. In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department must determine that the Bidder's good faith efforts were those that a bidder actively and aggressively seeking to meet the goal(s) would make given all relevant circumstances.
If the Department determines that the original Low Bidder has failed to meet the good faith effort requirements, before awarding the contract to a subsequent bidder, the Department will provide the original Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination.

J. Administrative Reconsideration. The Apparent Low Bidder will have the opportunity to provide written documentation of Good Faith Efforts, or argument and to meet in person with the Department's reconsideration official upon notification concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal or make adequate good faith efforts to do so.

K. Bidder's Failure to Comply with DBE Program Requirements. The Department's

acceptance of the Apparent Low Bidder's proposal is conditioned upon the Apparent Low Bidder's fulfillment of the DBE participation requirements. Failure by the Apparent Low Bidder to submit a complete DBE participation package within 5 calendar days after the proposal opening or failure to provide commitments to meet the established goal prior to award without adequate good faith efforts, may be grounds for rejection of the proposal as non-responsive and the deposit may be subject to forfeiture.

CHANGED CONDITION CLAUSES

DIFFERING SITE CONDITIONS. 23 CFR 635.109(a)(1)

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party of the specific differing site conditions before the site is further disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the site conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination as to whether an adjustment to the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER. 23 CFR 635.109(a)(2)

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, not customary, or not inherent to the construction industry) and the Contractor believes that it is due additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by circumstances beyond the control of and not the fault of the Contractor, its Suppliers or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether an adjustment to the contract is warranted. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract. No contract adjustment will be allowed unless the Contractor has provided the required written request for adjustment within the time prescribed.

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK. 23 CFR 635.109(a)(3)

The Engineer reserves the right to make, in writing, at any time during the work, such changes

in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of work under the contract, whether such alterations or changes are in themselves significant changes in the character of work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made by the Department, either for or against the Contractor, in such amount as determined to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances: when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or when a Major Item of work, as defined elsewhere in the contract, is increased in excess of 125 percent, or decreased below 75 percent of the original contract quantity. Any allowance for a change in unit price shall apply only to that portion of work in excess of 125 percent of the original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

DISPUTED WORK AND DISPUTE RESOLUTION

The term "dispute" shall mean a disagreement between the Contractor and the Department concerning a matter of contract performance or contract compensation. Dispute resolution may involve adjustments in compensation, adjustment of contract pay-items, the addition of new contract pay-items to the contract, and/or extension of time for performance. The Contractor shall continue the work during the pendency of the dispute.

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. The dispute resolution process may be undertaken at any time from the contract award to the issuance of the final payment by the Office of the State Comptroller. The dispute resolution process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract. The Contractor is encouraged, when initiating a dispute, to provide information concerning measures that may be taken to mitigate the damages.

Disputes of any nature shall be made in strict accordance with the contract provisions, including the notice and recordkeeping provisions. The Department reserves the right to modify specifications or delete portions of the work being disputed in order to mitigate damages.

A. *Disputed Work*. If the Contractor is of the opinion that any work directed by the Engineer to be completed as contract work is extra work and not contract work, or that any order of the Engineer exceeds the requirements of the provisions of the contract, the Contractor shall provide the Department written notice and maintain records. After submitting the required notice, the Contractor shall complete its dispute submission in accordance with Section E. *Required Content of Dispute Submission*.

1. ***Determined to Be Contract Work*.** If the Department determines that the disputed work is contract work and not extra work, or that the direction given to the Contractor and protested was proper, the Department will direct the Contractor to continue the disputed work and the Contractor shall promptly comply. The Contractor's right to further pursue a dispute for extra compensation or damages will not be affected in any way by the Contractor complying with the directions of the Department to proceed with the work, provided the Contractor continues to keep and submit daily records to document all labor, material and equipment used for disputed work in accordance with *Extra Work and Time Related Compensation.* Section C.1. *Daily Summary to the Engineer.*

2. ***Determined to Be Extra Work*.** If the Department, determines that the disputed work is extra work and not contract work, or that a direction given to the Contractor and protested was not proper, then a contract adjustment will be made. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*. The Contractor shall continue to maintain force account records until receipt of the change order approved by the Office of the State Comptroller. Documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in a change order which was disapproved) will be considered reimbursable. Eligibility for additional compensation shall cease upon notification of the disapproval of a change order.

B. *Time Related Disputes*. The term "time related dispute" shall mean any dispute arising from any event which affects the scheduled time of performance. This paragraph is intended to cover all such events which include major deductions or increases to quantities of work, suspension of

work and cancellation of contract, and termination, as well as actions, forces or factors, such as "delay", "disruption", or "interference."

If the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall provide the Department will have no liability and no adjustment will be made for any damages which accrued more than 15 calendar days prior to the filing of written notice with the Engineer. The primary tool used to evaluate the time of performance is the Contractor's progress schedule. Department approval of a schedule or a revised schedule does not entitle the Contractor to a time extension or any time related damages. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*–Section D. *Time Related Dispute Compensation*.

C. *Acceleration Disputes*. The Contractor may not dispute costs associated with acceleration of the work unless the Department has given prior express written direction to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. Lack of express written direction on the part of the Department shall never be construed as approval.

If the Contractor does accelerate its work efforts pursuant to written direction from the Department, compensation will be made in accordance with *Extra Work and Time Related Compensation*-Section E. *Acceleration Compensation*. The Department, in determining whether any compensation is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

D. *Review Time Periods for Disputes*. After providing written notice, the Contractor shall, as soon as the information is available or ascertainable, provide the Engineer with a summary of its dispute contentions in accordance with Section E. *Required Content of Dispute Submission*, in sufficient detail so that the Engineer may make a determination. The Engineer will make an initial response, in writing, within 21 calendar days after the Contractor provides the dispute submission.

If a dispute is not resolved by the Engineer to the satisfaction of the Contractor, within 10 work days of receipt of the Engineer's written decision or the Engineer fails to reply within 21 calendar days, the Contractor shall notify the Regional Director, in writing, with a copy to the Engineer, of its contentions relative to the dispute.

If the dispute is not resolved by the Regional Director to the satisfaction of the Contractor, within 15 calendar days of receipt of the Regional Director's written decision or the Regional Director fails to reply within 30 calendar days, the Contractor shall notify the Commissioner, in writing, with copies to the Engineer and the Regional Director, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and the Regional Director and its rebuttal of their previous findings.

1. ***Disputes to the Commissioner Up to $50,000.*** For all disputes to the Commissioner of $50,000 or less, the Department will respond in writing within 45 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor will provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 15 calendar days after receipt of said additional documentation or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may

so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department shall schedule a meeting or conference. By agreement between the Department and the Contractor, such time periods may be modified.

2. ***Disputes to the Commissioner Over $50,000 to $250,000.*** For all disputes to the Commissioner over $50,000 and less than or equal to $250,000, the Department will respond in writing within 60 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 30 calendar days after receipt of said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such time periods may be modified.

3. ***Disputes to the Commissioner over $250,000 or of Undetermined Value.*** For disputes to the Commissioner over $250,000 or that have an undetermined value, the Department will respond in writing within 90 calendar days of receipt of the dispute. If any additional documentation supporting the dispute, or relating to the subject matter of the dispute, is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 60 calendar days after receipt of the said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 30 calendar days after the receipt of the Department's response, or within 30 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such times periods may be modified.

E. Required Content of Dispute Submission. All disputes shall be submitted in writing to the Engineer and shall be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information shall be provided when such information is ascertainable by the Contractor:

1. General.

a. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.

b. A copy of the notice of dispute for the specific dispute by the Contractor.

c. To the extent known, the name, function, and activity of each Department official, or

employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
d. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.
e. The identification of any pertinent documents, and the substance of any material communication relating to such dispute.
f. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
g. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

2. Time Related Dispute Submissions.

a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
b. The documented process of establishing, maintaining and updating the progress schedule, showing when the delay occurred and how it affected the schedule, in accordance with the Progress Schedule or a CPM specification, if applicable.
c. The amount of additional compensation sought in accordance with Extra Work and Time Related Compensation Section D. *Time Related Dispute Compensation.*

3. Acceleration Dispute and Disputed Work Submissions.

a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
b. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
c. The amount of additional compensation sought, and a breakdown of that amount shall conform to the requirements of *Extra Work and Time Related Compensation*—Section B. *Force Account Work* except for acceleration disputes which shall conform to the requirements and categories specified in *Extra Work and Time Related Compensation* Section D. *Time Related Dispute Compensation.*

F. *Required Certification of Disputes Over $50,000.* When submitting any dispute over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief,

2. That the amount of the dispute is based on sound engineering principles, is supported by sound mathematical and cost accounting principles and the dispute itself is in accordance with the terms of the contract, and accurately reflects what the Contractor in good faith believes to be the Department's liability; and,

3. That the dispute and the amount of the dispute is in full compliance with the Federal False Claims Act, 31 U.S. Code Section 3729, and New York State False Claims Act, NYS Finance Law Article XIII; and that the Contractor acknowledges that if determined to be in violation of these acts by a court of proper competent jurisdiction, such violating Contractor shall be subject to liability for a civil penalty, plus up to three times the damage the State sustains by such violation.

4. The certification shall be executed by:
   a. The Contractor, if the Contractor is an individual; or,
   b. A senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs, if the Contractor is not an individual.

G. *Auditing of Records.* A Contractor who has filed a dispute, or Subcontractor, Manufacturer, Fabricator or Material Supplier on whose behalf a dispute has been filed, shall have the following records available for audit at any time following the filing of such dispute, and shall cooperate with the auditors, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department and may begin on 15-day notice to the Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier as is appropriate. The Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder. In the event the Contractor fails to substantially furnish the required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed. The Contractor will be allowed to review the audit findings and will be allowed 30 calendar days to respond to any items disallowed by the audit.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to and true copies of the original, in whatever format the records are created/maintained, of the following documents:

1. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
2. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
3. Daily time sheets, superintendent diaries or log sheets and foreperson's daily reports.
4. Union agreements and reports, if any.
5. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
6. Payroll register, individual employee earnings records and payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
11. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
12. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
13. Subcontractor payment certificates.
14. Canceled checks (payroll and vendors).
15. Job cost ledger or report and job payroll ledger.
16. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
17. Cash receipts, cash disbursements journal, purchase journal, petty cash journal and

supporting vouchers.
18. Audited and unaudited financial statements for all years during operations on this contract.
19. Documents which reflect the Contractor's actual overhead during the years contract work was performed.
20. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

H. ***Contract Closeout Process.*** A dispute, or a portion thereof, that has been previously submitted to the Department which remains unresolved to the satisfaction of the Contractor, may be submitted for Department review in connection with the closeout process. The records made, and recommendations or actions of a facilitator, a Dispute Review Board, or any other dispute resolution method, shall be off the record, non-binding, confidential, and may not be used in any future litigation.

1. ***Contract Closeout Meeting.*** If requested by the Contractor, the Department will schedule a contract closeout meeting with the Office of Construction in Albany. The contract closeout meeting process involves meeting(s) with the Contractor and its representatives and Department personnel to amicably resolve all remaining disputes of the Contract. In lieu of pursuing the closeout meeting process, the Contractor may elect to utilize the Gatekeeper process.

2. ***Claims.*** If any dispute, or portion thereof, remains unresolved following the meeting(s) or conference(s) and the payment of the final agreement, the Contractor may file a claim in the New York State Court of Claims in accordance with law and the provisions of the Contract.

EXTRA WORK AND TIME RELATED COMPENSATION.

The Contractor will be compensated for extra work by agreed price in accordance with Section A. *Agreed Price Work*, or by force account in accordance with Section B. *Force Account Work*.

A. Agreed Price Work. Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Engineer and incorporated into a change order as the Department may deem them to be just and fair and beneficial to the State. An agreed price may be offered by the Contractor and accepted by the Engineer for a defined quantity of additional work. The Contractor shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the work. If a price has not been agreed to, in writing, prior to starting the work, the Contractor shall keep and submit daily records to document all labor, material and equipment used to complete the work in accordance with Section C.1. *Daily Summary*. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Department or the Office of the State Comptroller.

1. Original/Adjusted Contract Bid Price. The original contract bid price, or the original contract bid price adjusted for documented increase or decrease in labor cost, material cost, equipment rate, mobilization, and/or site conditions.

2. Weighted Average Price. The statewide or regional weighted average price (WAP) for a contract pay item for minimum of 3 contracts of similar type, quantity, and/or location of work over a one to two-year period; as shown in the Pay Item Catalog (PIC). The Engineer may adjust the WAP for documented increase or decrease in labor, materials, equipment, mobilization, and/or site conditions.

3. Average of 3 Lowest Bidders. The average bid price for a contract pay item by the 3 lowest responsible bidders on the contract, including the Contractor, presented in the Tabulation of Bids. If less than 3 responsible bids were received, this option shall not be used.

4. Price Analysis. A price analysis shall be based on an estimated breakdown of charges listed in Section B. Force Account Work, using the labor, equipment and other rates available when the agreed price is developed by the Contractor. The analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable in comparison with contract bid price work. Price analyses shall be submitted in a format acceptable to the Department. Price Analysis forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

The Contractor will be reimbursed for labor in accordance with Section B.1.a *Labor*. The Contractor will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Contractor will be reimbursed for materials in accordance with Section B.1.b *Materials*.

The Contractor will be reimbursed for equipment in accordance with Section B.1.c *Equipment*. Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Contractor will be reimbursed for required insurances in accordance with Section B.1.d *Insurance*.

The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for extra work under an individual contract pay item or a single price analysis, of more than $5,000.

B. Force Account Work. Where there are no applicable unit prices for extra work and agreed prices cannot be readily established or substantiated, the Contractor will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Contractor shall maintain and submit force account records in accordance with Section C. *Force Account Report*.

1. *Contractor Costs.* At the preconstruction meeting, the Contractor should provide the Engineer documentation supporting its insurance rates for the current period and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the work is performed.

a. *Labor.* Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(1) *Wages and Fringe Benefits.* The Contractor will be reimbursed for each worker separately at the actual payroll rate; an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Contractor shall obtain the approval of the Engineer for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Contractor is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification and cannot find other work on that day for that individual, the Contractor will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Department, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar payments made to workers.

(2) *Standard Markups*. The Contractor will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate, initially 12.5%, may be modified by the Department via Official Issuance.

The Contractor will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 6.4%, may be modified by the Department via Official Issuance.

(3) *Workers Compensation Insurance*. The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Contractor shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Contractor, additional differentials will be added to the Worker's Compensation insurance rate.

For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

The Contractor will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

b. *Materials.* Materials are necessary products incorporated in the temporary or permanent work. The Contractor will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Contractor or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with Section B.1.a. Labor and Section B.1.c. Equipment respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Contractor will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the work. Other small tools and tool/equipment supplies used or consumed in progressing the work are considered to be included in overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent

work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for substantial salvageable material recovered.

c. *Equipment.* Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(1) *Mobilization Costs.* If the Contractor does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the extra work, the Contractor will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization include the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract bid price work.

(2) *Ownership Costs.* The Contractor will be reimbursed for its costs for providing equipment at the rates listed in the Cost Recovery software produced by Equipment Watch (hereafter referred to as Cost Recovery). The hourly ownership rates will reimburse the Contractor for all non-operating costs of providing equipment, including depreciation on the original purchase, costs of major overhaul repairs, facilities capital, normal risk insurance, property taxes, storage, licenses, security, record keeping, and mechanic's supervision.

The hourly ownership rate will be the Cost Recovery monthly rate divided by 176, multiplied by the rate adjustment factor for the equipment model year and then multiplied by the regional adjustment factor. If the Contractor has a piece of equipment remanufactured, rebuilt, or significantly altered, the rate adjustment factor may be modified, as documented by Equipment Watch.

For equipment required to be present and operating, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by the hourly ownership rate.

For equipment required to be present; dedicated exclusively to the force account, not available for mobilization elsewhere, and not used on contract bid price work that day; the Contractor will be reimbursed for the product of the remaining non-operating hours in the shift, multiplied by 50% of the hourly ownership rate.

Equipment that is not required to be present will not be eligible for reimbursement of non-operating hours. If the Engineer directs or agrees that equipment mobilized for the operation is no longer required to be present, the Contractor may demobilize the equipment. If the equipment is demobilized, and subsequently determined to be required to be present, the Contractor will be reimbursed for remobilization.

For equipment without an operator that is designed to operate on a continuous

long-term basis, such as a pump, portable variable message sign (PVMS), or temporary traffic signal, the Contractor will be reimbursed for a maximum of 176 hours a month.

Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed.

(3) *Operating Costs.* The hourly operating rate includes preventative and field maintenance, fuel, lubricants, and other operating expenses as outlined in Cost Recovery, not including consumables or the operator's wages. The Contractor will be reimbursed for the product of the number of hours of actual use multiplied by the hourly operating rate. No reimbursement for operating costs will be made for equipment that is not operating.

(4) *No Established Rate.* If rates are not established in Cost Recovery for a piece of equipment, the Contractor shall contact the Cost Recovery publisher, Equipment Watch to establish rates. If Equipment Watch will not establish rates, the Department, in coordination with the Contractor, may establish rates for ownership costs and operating costs for that piece of equipment consistent with its cost and expected life.

(5) *Maximum Ownership Costs.* The maximum amount reimbursed for ownership costs of equipment, is limited, on a contract basis, to the original purchase price as listed in the Equipment Watch Retail Rental software. The Contractor shall not exchange equipment for a similar item for the purpose of extending the maximum ownership cost. Exchange of equipment for an engineering or mechanical reason shall be approved by the Engineer, or the maximum ownership cost will be limited to that reimbursed for the original piece of equipment. If the ownership cost is limited by the original purchase price, the Contractor will continue to be reimbursed for the operating cost for hours of actual use.

(6) *Backup Equipment.* The Contractor will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Department in writing, to be present for specific critical work operations.

(7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Contractor in the performance of work shall be accounted for as a service charge in accordance with Section B.3. *Service Charges.*

d. *Insurance.* The Contractor will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be reimbursed that percentage of the portion of item Section B.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on of a percentage of gross sales will be reimbursed that percentage of the total of items in Section

B.1.a. *Labor,* Section B.1.b. *Materials,* Section B.1.c. *Equipment*, Section B.1.e. *Overhead* and Section B.1.f. *Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.* Overhead will be defined to include the following:

(1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;

(2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Contractor to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;

(3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;

(4) Contractor's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;

(5) Administrative or other efforts required to maintain records and produce force account reports.

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.*

2. *Subcontractor Costs*. When the work is performed by a Subcontractor, the Contractor will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in Section B.1. *Contractor Costs*, plus an additional 5% for subcontract administration, and the Contractor's costs for insurance in accordance with Section B.1.d *Insurance*.

3. *Service Charges*. When work is performed by, and a fee is paid to a professional service, a work service, or an equipment owner/operator, the Contractor will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

C. *Force Account Report*. Payment for force account work will be made based on the following reports. Reports shall be submitted in a format acceptable to the Department. Force Account MURK forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

If the Engineer or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Contractor's submission, he/she will promptly notify the

Contractor.

1. ***Daily Summary.*** The Contractor shall deliver a daily summary of force account work to the Engineer in a format acceptable to the Department, not later than close of business on the workday following that for which the work is reported. The daily summary shall be dated and signed by the Contractor's authorized representative.

The Engineer's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Engineer will annotate the record as necessary, sign and date, and provide a copy to the Contractor.

The summary shall contain:

a. The contract number, other contract information, and the Contractor name/information.
b. A brief description of the work performed and the work location for that day.
c. A list of personnel by name, including the hours worked, and labor classification.
d. A list of materials used to indicate the quantity and nature. The cost shall be documented later by proper receipts.
e. A list of equipment used to indicate the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.

2. ***Labor Summary.*** If there is an approved Force Account Estimate, in order to receive progress payments, the Contractor shall deliver to the Engineer a summary of labor used on the work. The Contractor shall provide the Weekly Summary of Force Account Labor using forms provided by the Department, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, workers compensation percentage rates and limits, and/or other items necessary to calculate the amount due to the Contractor. Progress payments on the force account will not be made until the Contractor provides required documentation to the Engineer.

3. ***Force Account Report Submission.*** On completion of the specific force account work, the Contractor shall deliver to the Engineer a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Contractor's authorized representative. When the Contractor and the Engineer agree on the Force Account Report, the Engineer will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.

4. ***Force Account Review.*** The Regional Construction Engineer, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The Regional Construction Engineer will forward the change order to the Deputy Chief Engineer, Construction (DCEC). The DCEC, after review and approval, will forward the change order to the Office of the State Comptroller (OSC) for review and filing. Only after filing by OSC may the Engineer begin to process contract payments based on the change order, as the work is completed.

D. ***Time Related Dispute Compensation.*** The Contractor will only be eligible for extra compensation for expenses or costs which are identified as compensable. In the event any legal action is instituted against the State by the Contractor due to any such dispute for additional

compensation, whether due to time related dispute, delay, acceleration, breach of contract, or otherwise, the State's liability will be limited to those items which are specifically identified as compensable under Section D.1. *Recoverable Contractor Costs*. Nothing in this subsection is intended to create any liability of the State not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in the New York State Court of Claims. The remedies contained herein are exclusive.

1. *Recoverable Contractor Costs.* Only the following elements will be recoverable by the Contractor as "time related dispute compensation" provided they are actual, reasonable and verifiable. Any such adjustment will be made via change order. Escalated costs will include unanticipated higher or lower costs attributable, with appropriate credits, to the performance of work or portions of work in an extended time period due to extenuating circumstances beyond the control of the Contractor.

a. *Extra work.* The Contractor will be reimbursed for extra work required due to a time related dispute in accordance with Section B. *Force Account Work*, less any appropriate credit.

b. *Labor.* The Contractor will be reimbursed for documented escalated labor costs determined in accordance with Section B.1.a. *Labor.*

c. *Materials.* The Contractor will be reimbursed for documented escalated material costs determined in accordance with Section B.1.b. *Materials*.

d. *Equipment.* The Contractor will be reimbursed for documented escalated equipment costs less appropriate credits, determined in accordance with Section B.1.c. *Equipment*. The costs for idle equipment will be 50% of the ownership rate set forth in Section B.1.c. *Equipment*. Idle time shall not exceed 8 hours per day, 40 hours per week, or the annual usage hours established in the Equipment Watch Cost Recovery software. The Contractor will be reimbursed for backup equipment costs, in accordance with Section B.1.c.(6) *Backup Equipment*. Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed. No operating costs will be paid for idle equipment.

e. *Insurance.* The Contractor will be reimbursed for documented additional or escalated insurance costs during the extended period.

f. *Extended Contract Site Supervision and Management.* The Contractor will be reimbursed for documented additional or escalated contract site overhead costs during the extended period, including those for superintendents, project engineers, office engineers, CPM schedulers, clerical and other project level staff, but not including working forepersons. Allowable costs will include salary, Standard Labor Markup on salary, benefits not included in the Standard Labor Markup, and workers compensation insurance.

g. *Extended Contractor's Field Office Costs.* The Contractor will be reimbursed for fees paid to service provider(s) during the extended period, for required Contractor's field office rental, utility charges, potable water, sanitation, cleaning, etc.

h. *Bond Costs.* The Contractor will be reimbursed for documented additional or escalated bond costs during the extended period.

i. *Home Office Overhead.* The Contractor will be reimbursed for home office overhead at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials.* The Contractor will be reimbursed for home office overhead at 10% of documented escalated equipment costs under Section D.1.d. *Equipment.* No home office overhead will be paid for idle equipment.

j. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*, except when Suspensions of Work Ordered by the Engineer applies, no profit will be allowed. The Contractor will be reimbursed for profit at 10% of documented escalated equipment costs under Section D.1.d. *Equipment.* No profit will be paid for idle equipment.

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as "time related dispute compensation," the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined above in Section D.1., an additional 5% of those costs for subcontract administration, and costs for Contractor insurances in accordance with Section D.1.e. *Insurance*.

3. *Non-Recoverable Costs.* In any dispute for time related compensation, the Department will have no liability for the following items and the Contractor shall make no claim for the following items:

a. Home office overhead in excess of that provided in Section D.1.i. *Home Office Overhead*;
b. Profit, in excess of that provided in Section D.1.j. *Profit*;
c. Loss of anticipated or unanticipated profit;
d. Labor inefficiencies and loss of productivity;
e. Consequential damages, including but not limited to interest on monies in dispute, including interest, which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on investment, or any resultant insolvency;
f. Indirect costs or expenses of any nature;
g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed the work in a satisfactory manner.
h. Attorney fees and dispute or claims preparation expenses.

E. *Acceleration Compensation.* The Contractor will be reimbursed for additional costs associated with acceleration directed by the Department in writing.

1. *Recoverable Contractor Costs.* The following elements will be recoverable by the Contractor as compensation for acceleration, provided they are actual, reasonable and verifiable. Recoverable costs include costs attributable, with appropriate credits, to the performance of work or portions of work during the original contract period, but at an accelerated rate, attributable to the Department's directed acceleration.

a. *Labor.* The Contractor will be reimbursed for additional labor costs, primarily the premium portion of overtime;

b. *Materials.* The Contractor will be reimbursed for additional material costs, primarily costs for accelerated production and delivery costs or additional fabrication costs associated with a revised delivery schedule;

c. *Equipment.* The Contractor will be reimbursed for additional equipment costs, primarily costs for mobilization and demobilization of additional equipment required;

d. *Insurance.* The Contractor will be reimbursed for additional insurance costs, including Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be paid that percentage of the portion of item Section E.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on a percentage of gross sales will be paid that percentage of the total of items in Section E.1.a. *Labor*, Section E.1.b. *Materials*, Section E.1.c. *Equipment,* Section E.1.e. Overhead, and Section E.1.f.*Profit*.

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment*.

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section E.1.a. *Labor,* Section E.1.b. *Materials* and Section E.1.c. *Equipment*.

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as acceleration compensation, the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined in Section E.1. *Recoverable Contractor Costs*, an additional 5% of those costs for subcontract administration, and the Contractor's costs for insurance in accordance with Section E.1.d *Insurance.*

REQUIRED IN ALL FEDERAL AID CONTRACTS.

CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall enter complete and accurate electronic data for each month, not later than the 15th of the following month, using EBO. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

A. Civil Rights Officer(s). The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the civil rights reporting software within 10 calendar days of any changes in these roles.

B. Workforce Participation Plan. At the pre-construction meeting, the Contractor shall submit a AAP 35 *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over $10,000, together and coordinated with the contract progress schedule, that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department has reviewed and accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

C. Equal Employment Opportunity (EEO) Monitoring and Reporting. The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor within the county, the Region, and/or the State. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to, the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

1. Employee Utilization Data. The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding $10,000 to the Department on a monthly basis, not later than the 15th of the following month. Data shall be submitted showing the total hours for each payroll week, separately through the end of the last full payroll week for that month. A payroll week only partially in a month shall be submitted for the next month. Payroll weeks are determined based on the firm's established payroll end date. Data shall include employee name, gender, ethnicity, and hours worked by trade(s) and classification. Employment utilization percentages are determined using data from the start of work up to and including the month being reported. For the purpose of

determining utilization percentages, the hours of female and minority employment are tabulated separately, and attainment percentages are calculated separately.

2. Federal-Aid Highway Construction Contractors Annual EEO Report. The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, reflecting the work force during all or any part of the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

3. Monthly Training Progress Report. When training is required, the Contractor shall submit a monthly training progress report to the Engineer not later than the 15th of each month. In addition to each Monthly Training Progress Report, the Contractor shall provide the Engineer a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date. This summary shall be provided in sufficient detail to allow the Engineer to determine whether the hours in the previous period are qualified hours under this pay item.

4. Contractor Compliance with EEO Requirements. If the Contractor fails to meet the EEO goal(s) for minorities or women, or demonstrate good faith efforts, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s), to demonstrate good faith efforts, or is in noncompliance with the nondiscrimination clauses, the Department may suspend additional contract payments, the Contractor may be directed to attend a hearing before the Contract Review Unit, or the Department may follow any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part.

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations. OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

D. DBE Monitoring and Reporting. The Contractor shall utilize the DBEs committed to at pre-award to perform the work or supply materials for which each is listed. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs.

If the Contractor has not executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may not make commitments to use the firm on the contract as a DBE, and attainments will not be credited toward the contract goal.

If the Contractor has executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may continue to use the DBE on the contract in accordance with the executed subcontract, and attainments will be credited toward the contract goal. Any new or extra work performed by the ineligible DBE not covered under the scope of the original executed subcontract will not be credited toward the contract goal.

When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items

that are available for DBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract and conduct additional DBE solicitation.

If a Contractor, in order to meet the DBE contract goal or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, a DBE that does meet the eligibility criteria of 49 CFR Subpart D, the U.S. Department of Transportation may initiate suspension or debarment proceedings against that firm under 2 CFR Parts 180 and 1200.

1. Report of Payments to Subcontractors and DBEs. The Contractor shall enter payment data into EBO for all Subcontractors and for all DBEs that are due a payment or have received a payment, within 14 days of receipt of payment from the Department, in order to measure DBE goal attainment and to monitor Contractor compliance.

The Subcontractor or DBE shall acknowledge receipt of payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the U.S. Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate $0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order(s) that have not been approved. The Subcontractor or DBE shall acknowledge receipt of final payment not later than 7 calendar days after receipt or by notification by the Contractor that a separate $0.00 entry indicating final payment was entered in the civil rights reporting software.

2. Monitoring Commercially Useful Function (CUF) by DBEs. The Contractor shall monitor the work of the DBEs to ensure each performs a Commercially Useful Function and can be properly counted towards the Contractor's DBE commitments.

The Department will review the work, services or products provided by each DBE to verify the performance of a Commercially Useful Function. To determine whether a DBE has performed a Commercially Useful Function, the Department may also examine similar transactions, particularly those in which DBEs do not participate.

If the Department determines that some or all of a DBEs work does not constitute a commercially useful function only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

Upon request, each DBE Subcontractor shall provide additional documentation to the Engineer for the purposes of monitoring Commercially Useful Function. Such documentation may include, but not be limited to: confirmation that the workforce provided meets the requirements; a copy of purchase order(s) for all material incorporated into the work; and a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer.

Upon request, the Contractor shall provide a copy of a purchase order(s) for all material, supplies, articles, or equipment provided by a DBE Manufacturer, Fabricator, or Material Supplier and a copy of a purchase order(s) that details the work product(s) provided from each DBE Professional Service to the Engineer.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. For DBEs, commercially useful function determinations by the Department are subject to review by the Federal Highway

Administration (FHWA) but the determination may not be administratively appealed to USDOT.

3. Revisions to DBE Participation. The Contractor shall obtain Department approval for substantial revisions in DBE participation prior to implementing any proposed change through submission of a revised AAP19 *DBE Schedule of Participation* using the Department approved civil rights reporting software. Unless approval for revision is granted, Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE participation to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the remaining amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s). Upon request, the Contractor shall provide documentation of good faith efforts within 7 days, which may be extended for an additional 7 days if necessary, at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE participation:

- Adding, removing or substituting a DBE.
- Adding new item(s) of work to a DBE within a core (3 digit) contract pay-item number not currently approved.
- Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.
- Changes in participation due to major differences between estimated quantities and actual work performed.

The following modifications will not be considered a substantial revision in DBE participation:

- Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same core (3 digit) contract pay-item number to a DBE.
- Substituting similar dollar values of work within a currently approved core (3 digit) contract pay-item number.
- Changes in participation due to minor differences between estimated quantities and actual work performed.

a. DBE Program. In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Participation plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the prime contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract,
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does

not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor,

- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness,
- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;,
- The Department has determined that the listed DBE is not a responsible contractor,
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal,
- The listed DBE is ineligible to receive DBE credit for the type of work required,
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract,
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

4. Contractor's Compliance with DBE Program Requirements. If the Contractor fails to meet the DBE participation commitment(s), to exert a good faith effort, or otherwise fails to comply with the DBE Program requirements, the Department will take appropriate actions. Such actions may include, but not be limited to: suspension of contract payments; direction to the Contractor to attend a hearing before the Department's Contract Review Unit; or any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part of the contract agreement.

Where the Department determines that the Contractor is not in compliance with the requirements of the contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the DBE participation goal, the Contractor will be obligated to pay to the Department Liquidated Damages.

Such Liquidated Damages for failure to meet the DBE requirements shall be calculated as an amount equaling the difference between the amount committed to the DBEs by the Contractor at award and the amount actually paid to the DBEs for work performed or materials supplied under the Contract, not including any amount for work deleted by the Department or work which a DBE declined or failed to reasonably perform.

If a determination has been made which requires the payment of Liquidated Damages and such identified sums have not been withheld by the Department, the Contractor shall pay such Liquidated Damages to the Department within sixty (60) days after they are assessed.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 26 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

E. Compliance Reviews. The Department conducts annual civil rights contract compliance reviews of selected Federal-Aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

MATERIAL ACCEPTANCE RECORDS.

Whenever any specification provides for Approved List, Material Certification or Manufacturer's Certifications as a Basis of Acceptance, the Department reserves the right to sample and/or test any material prior to incorporation in the work. Approved List shall mean the list which is current on the date of incorporation of material into the work. The Contractor may request reimbursement from the Department for additional costs for materials that were purchased after contract award and prior to the product being removed from the Approved list but are removed from the Approved list after contract award.

Some specifications reference a Manufacturer's Certification or a Material Certification as evidence of acceptability of specific materials or products. A Manufacturer's Certification can only be properly executed by the Manufacturer or Producer of the material or product. When manufactured products are subsequently modified by another party such as a Fabricator or provided by a Material Supplier other than the Manufacturer, an additional Material Certification from each party that modifies or takes ownership of the product prior to the installation of the material shall be provided in addition to all of the previous certifications.

A. Material Certification. When products are supplied by a Manufacturer, Producer, Fabricator, or Material Supplier, a Material Certification that includes the essential components outlined below shall be provided to the Engineer.

1. ***Identification of Manufacturer or Producer.*** Name of the company and address of its manufacturing or producing facility.

2. ***Identification of Material or Product.*** Generic name of the material or product and the corresponding Section 700 Materials and Manufacturing material code.

3. ***Identification of Shipment.*** Sufficient detail to describe the quantity contained in the shipment, the contract number and a date of shipment. A Material Supplier's Certification shall clearly indicate that the shipment is all or a portion of the quantity detailed on the accompanying Manufacturer's Certification.

4. ***Statement of Conformance.*** The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

   If the material in the shipment contains steel and/or iron, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements."

   If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

5. ***Certification Execution.*** The certification shall be signed by a person authorized to legally bind the company, as indicated by statement or title/position. Notarization of the signature is not required.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

BUY AMERICA REQUIREMENTS

In accordance with 23 USC 313, 23 CFR 635.410, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL) permanently incorporated predominantly steel and/or iron materials, manufactured products, and construction materials shall be domestically produced.

A. Control of Materials.

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore, and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized, and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Federal-Aid Contracts

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials incorporated into the contract shall be produced/manufactured in the United States as follows:

a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product. Manufactured products mean articles, materials, or supplies that have been: (i) processed into a specific form or shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply that is or

consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; or
- Drywall.

Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material. Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; or Section 709179(c) materials. 709179(c) materials include cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives).

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; (3) a construction material; or (4) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed. The classification of an article, material, or supply falling into one of the four categories must be made based on its status at the time it is brought to the work site for incorporation into the project.

For Federal-Aid Contracts, FHWA allows the Contractor to permanently incorporate in the construction of the contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

For Federal-Aid Contracts, USDOT's Waiver of Buy America Requirements for De Minimis Costs and Small Grants allows the Contractor to permanently incorporate in the construction of a contract (under a single financial assistance award) a minimal amount of foreign manufactured products and construction materials, if the total value of the non-compliant products/materials is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project. This does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4), and stated above, continues to apply for steel and iron. The "total applicable costs for the project" are defined as the cost of materials (i.e., steel/iron, manufactured products, and construction materials) used in the project that are subject to Buy America, including materials that are within the scope of an existing waiver. Based on USDOT's waiver, if the total amount of federal financial assistance applied to the project, through awards or subawards, is below $500,000, then Buy America does not apply.

B. Waivers.

Federal-Aid Contracts.

The Contractor may request a waiver if it can be demonstrated that:

a. Applying a Buy America preference would be inconsistent with the public interest (a "public interest waiver");
b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a "nonavailability waiver); or
c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver) .

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

C. Certifications.

A Manufacturer's Certification is required to certify that the material/product is of domestic origin. Acceptable statements are: "Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 *Buy America*" (acceptable for steel/iron, manufactured products and construction materials) or "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*" (acceptable for steel/iron and manufactured products only) or "Conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only). Certifications shall comply with §106-04 *Material Acceptance Records*.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

USE OF UNITED STATES-FLAG VESSELS

In accordance with the Cargo Preference Act and 46 CFR 381, the requirements below apply to material, equipment, or commodities that are acquired for a specific Federal-aid construction contract and transported on ocean vessels (or transported across the Great Lakes). The requirements are not applicable to goods or materials that come into inventories independent of a specific Federal-aid construction contract.

A. The Contractor shall utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

C. The Contractor shall insert the substance of the provisions of this section in all subcontracts issued pursuant to the contract.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

Appendix 12-3 (Rev. 04/2022)

CONSTRUCTION MANAGEMENT PLAN **Version Date:** _____

PIN: _____ **TITLE:** _____

LOCATION: _____ **COUNTY:** _____

SPONSOR CONTACT INFORMATION:

NAME: _____ TITLE: _____

MAILING ADDRESS: _____

_____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

I. Supervision of Project:

a. Roles and Responsibilities

The Responsible Local Official (RLO) shall be the Project Manager, unless defined otherwise in this document. The RLO will be: _____

The Sponsor will provide a Project Manager (PM), who is always a full-time public employee, to be in responsible charge of the project (see LPM 12.2.1 for PM's role and 15.2.3 for PM's duties). The inspection staff will be under the direction of a currently registered New York State Licensed Professional Engineer and must be familiar with NYSDOT specifications and procedures.

The project will be staffed by: _____

The Engineer-In-Charge (EIC)/Resident Engineer (RE) shall monitor the execution and progress of the project and shall be responsible for ensuring conformance with the contract plans and specifications, approving and forwarding contractor payment requisitions to the Sponsor's Project Manager, and monitoring the Work Zone. The EIC/RE will verify the accuracy of quantities entered by the Office Engineer. The EIC/RE will maintain an Engineer's Diary in accordance with the NYSDOT Manual of Uniform Record Keeping.

The Office Engineer (OE) will review Inspector Reports for accuracy, enter quantities into a tracking database, ensure Material Acceptances are correct and filed, develop and document estimates of completed work and prepare contractor payment requisitions.

The Designer will be available to answer questions regarding NEPA determinations, project development, commitments made to property owners that may not be evident in the construction documents, field change requests, shop drawing review and approval, and other issues that occurred prior to the project letting.

The Inspector(s) shall monitor and document daily construction activities of the contractor for conformance with the contract plans and NYSDOT specifications; take measurements of all unit price items and compute quantities of completed work and monitor the execution of the project's maintenance and protection of traffic plan to assure the Contractor adheres to the contract

requirements. Inspector reports will be maintained in accordance with the NYSDOT Manual of Uniform Record Keeping. All Inspectors shall be competent to perform the tasks assigned.

The Sponsor and/or Consultant hereby certifies that all Inspectors assigned to this project are both competent and National Institute for Certification in Engineering Technologies (NICET) **certified to perform their work.**

Role	Name	Title (i.e., PE / NICET level)	Employed By
Project Manager			
EIC			
RE			
OE			
Inspector			
Inspector			
Inspector			

****Sponsor will not change project staff unless and until a revised CMP is submitted to and approved by the RLPL. WORK INSPECTED BY UNAPPROVED INSPECTOR(S) MAY NOT BE REIMBURSED.**

b. Consultant and Funding

Identify whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded?

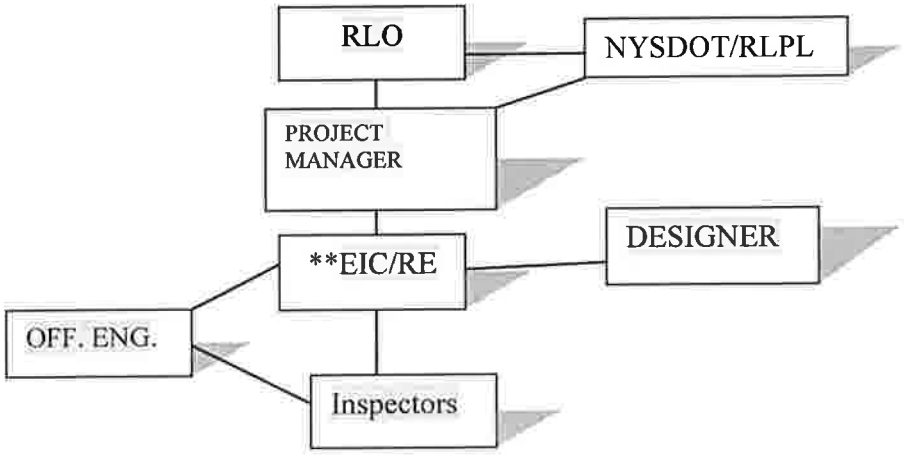
Indicate which funding applies: _____

c. Inspection Staff Qualifications

ATTACH RESUMES AND CERTIFICATIONS FOR ALL STAFF

d. Chain of Command

The project staff hierarchy is illustrated in the organizational chart below. The final determination for dispute resolution will rest with the Responsible Local Official.



**** EIC = Sponsor's Employee RE = Consultant's Employee**

e. Governing Specifications
NYSDOT Standard Specifications of [date issued], plus any and all revisions and applicable Engineering Instructions and Engineering Bulletins.

f. Local Projects Manual (LPM)
This project was developed, and construction will be progressed, according to NYSDOT's LPM.

g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held to review federal aid and NYSDOT requirements. The following or their representatives must be present, as applicable: Sponsor, Contractor, EIC, RE, CI Consultant Project Manager, NYSDOT Permit Engineer/Inspector, RLPL, Utilities, Railroads, and any affected party deemed necessary by Sponsor. **It is the responsibility of the Sponsor to schedule and coordinate this meeting and distribute meeting minutes.**

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
This contract has a ____% DBE participation goal. (Only for Federally-funded projects.)

b. Minority and Women-Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals

(Only for State-funded projects.)
This contract has a _____%MBE and a _____%WBE and a ____%SDVOB participation goals

c. Equal Employment Opportunity (EEO) Goals
This project has a ____% EEO Minority Goal.

This project has a **6.9%** Women's Goal (for all projects in New York State).

d. Permits
The EIC/RE will ensure that the Contractor is fully aware of the requirements and special conditions of the NYSDOT Highway Work Permit (HWP), NYSDEC, NYCDEP, and United States Army Corps of Engineers (ACOE) Permits or any other permits affecting this project. Permits required for this project are:

Issuing Agency	Date Received	Follow up if required	Date Expires

If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List Requirements

f.Commitments contained in the Design Approval Document that are to be fulfilled during construction are as follows:
List any

g. Project Schedule
The following Construction Phase Milestones as per the approved Project Management Plan (PMP) shall be adhered to:

_____ Contract Award Date
(Date of the notification to the Contractor of the Award of the Contract by the Sponsor.)

_____ Date Substantial Completion of Construction to be completed by.
(See LPM Ch 1 for definition.)

_____ Date Punch list work to be completed by.

_____ Date Final Inspection to be completed by

_____ Date of Contractor's Construction Contract Completion.

Anytime these dates are not met during the duration of the construction contract, the CMP must be updated and approved.

_____ Date of Final Acceptance of construction contract.

_____ Date of Contractor's Final Agreement.

h. Special Requirements
List any

i. Water Quality Protection
NYSDOT Standard Specifications 107-12 is a joint responsibility of the Sponsor, as the owner and the holder of the environmental permits, and the Contractor. The Contractor shall protect all water resources within the contract limits and on lands adjacent to or affected by the work and take measures to maintain water quality of receiving water bodies. The EIC must review and approve the Contractor's soil erosion and sediment control plans and progress schedules included in the contract documents prior to the start of construction.

j. As-built plans documentation procedures
Explain how As-Builts will be maintained, who is responsible for updating and who will receive copies of the As-Builts.

III. Contract Administration

a. Subcontractor Approval Process
The Contractor will enter into NYSDOT's approved civil rights reporting software anticipated subcontractors and material suppliers to be used on the project within **five (5)** calendar days of notification as apparent Low Bidder.

The EIC/RE will ensure that the subcontractor(s) are not on the Debarred Contractor List.

The EIC/RE will remind contractors of the requirements of Form FHWA 1273.I.2, which states that the Contractor shall physically insert all of the stipulations of the contract into all contracts with the subcontractors and that the prime contractor is responsible for the compliance of all subcontractors. Any subcontract found lacking these stipulations will not be eligible for reimbursement. The Sponsor **must** provide assurance to the RLPL that each subcontractor's eligibility has been verified.

The Contractor, Subcontractors, and DBE/MWBE/SDVOB suppliers will utilize NYSDOT's

approved civil rights reporting software, currently *Equitable Business Opportunities* (EBO). The Sponsor will monitor prime's payments to the subcontractor and ensure that subcontractors are paid promptly per NYSDOT specifications. Prime must pay subcontractors within seven (7) calendar days of receipt of payment from the Sponsor.

Approval of Subcontractors in EBO, by Sponsor, will be considered assurance all eligibility has been verified. WORK PERFORMED BY ANY UNAPPROVED SUBCONTRACTOR WILL NOT BE REIMBURSED.

The Sponsor will include a copy of the "Prompt Payment" report from EBO and documentation of any corrective action taken with each request for reimbursement.

All primes and subcontractors MUST have an NYSDOT approved CCA-2 on file to be awarded a contract.

The Sponsor's PM will check, verify and document that each DBE Subcontractor and supplier is performing a "Commercially Useful Function" (CUF) at least once per construction season.

b. Change Order Approval Process

Change Orders will be processed using the current NYSDOT Change Order forms or equivalent forms in commercial software. The EIC/RE shall recommend approval to the Sponsor's Project Manager, who will have final approval.

After the Sponsor review and before final approval, a copy of **all** Change Orders will be sent to the Regional Local Projects Liaison (RLPL).

Prior approval **must** be obtained from the RLPL for any Change Order that:

1. adds significant* new item(s),
2. Significant changes for any project on the NHS,
3. Adds significant changes within the contract scope and limits,
4. changes the character of the work materially, in-kind or nature, from that included in the original proposed construction contract,
5. changes the quantity of any major item of work, fixed quantity item, or composite item (as defined in the contract) above 125% or below 75% of the original contract quantity,
6. proposes changes outside the contract limits,
7. proposes changes outside the contract scope,
8. the value of the proposed change exceeds the amount established in the State/Local Agreement.
9. Total net value of all changed work exceeding the field change payment item established for the project in the contract plans.

*Significant, as defined in the NYSDOT Standard Specifications, Sec.104-04 Significant Changes in the Character of Work, or as defined in the contract documents.

The EIC's written direction to the Contractor will be required before executing any additional work contemplated in a Change Order. The Sponsor will enter Change Orders into EBO.

c. Procedures to Ensure D/M/WBE/SDVOB Compliance

In accordance with the DBE section of Chapter 14 and the M/WBE/SDVOB section of Chapter 19 of the LPM, the Contractor will make good faith efforts to utilize D/MBE/SDVOBs as their subcontractors. The Sponsor and the Contractor will collaborate on all D/M/WBE/SDVOB

reporting requirements.

ALL D/M/WBE/SDVOB REPORTING WILL BE DONE IN EBO. The Sponsor's PM will monitor D/M/WBE/SDVOB goals on a monthly basis, at a **minimum,** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-12, *D/M/WBE Participation*

The Sponsor will include a copy of "D/M/WBE/SDVOB Attainments Report" from EBO and documentation of any corrective action taken with each request for reimbursement.

d. Procedures to Ensure Workforce and EEO Compliance
The EIC/RE will interview the Contractor's EEO Officer to ensure the Contractor is thoroughly familiar with the Code of Federal Regulations (CFR): specifically, Title 41, Chapter 60, 60-1.1, Equal Opportunity Clause and 60-4, Construction Contractors, Affirmative Action Requirements; and Form FHWA 1273.III, Non-segregated Facilities; all of which are included in the Bid Proposal. The Resident Engineer or Office Engineer will monitor the Contractor's compliance with these requirements.

Revisions to the planned workforce, especially compliance to correct shortfalls in EEO goal attainment, will be documented by an updated AAP-35, Workforce and Training Utilization Schedule form, which will be reviewed by the EIC and accepted by the PM/RLO. To reinforce 102-11.D, the Contractor is expected to make substantially uniform progress in meeting its goals.

ALL EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or PM **must** monitor EEO goals on a monthly basis at a **minimum** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, *Equal Employment Opportunity Requirements*.

The Sponsor will include a copy of the "Monthly Utilization" report from EBO and documentation of any corrective action taken with each request for reimbursement.

e. Wage Rate Compliance Procedures
Sponsors must comply with the following:

- Collect and maintain all payroll records for 5 years after the completion of work.
- Designate, in writing, the individual responsible for collecting payrolls from the Prime Contractor.
- The Sponsor's designated employee's name must be posted in a conspicuous location at the project.
- **All certified payroll data will be entered in EBO by Prime and Subcontractors**.

The Sponsor must make the Prime Contractor's filing of payrolls with the Sponsor a condition of payment. If the Prime Contractor fails to file payrolls or willfully underpays wages, the contractor can face possible felony charges.

The EIC/RE will:

- Audit the Contractor's Certified Payroll weekly in accordance with NYSDOT Contract Administration Manual (CAM) Section 102-10.I.C. (Completion of payroll audits are to be noted in EBO.)
- Conduct wage rate interviews using the MURK 10 form with at least one member of each trade and at least twenty percent of the Contractor's labor force by the end of the project.

The statement of compliance as required by Form FHWA 1273.IV, 3, Payroll and Basic Records, will be strictly enforced. The OE/RE/EIC will compare the actual pay rates and supplemental benefits paid to the labor force with the State and Federal Wage rates published in the Bid

Proposal.

The Contractor will be advised immediately in writing if there is a violation of this contract requirement and will have one week to rectify the disparity.

f. Procedures to Ensure Work Zone Safety

The EIC should ensure that the contractor's and subcontractor's site-specific work zone traffic control (WZTC) plans are checked and updated as needed in accordance with Section 619 of the Standard Specifications. Subcontractors should coordinate all their site-specific WZTC plans directly with the Contractor as necessary prior to beginning work.

The contractor shall designate and identify a WZTC person. This person will have primary responsibility and sufficient authority for implementing the WZTC plan and other safety and mobility aspects as necessary.

Indicate who the Contractor's WZTC person will be: _____.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a Stop Work order in the case where the contractor fails to comply with any requirement or provision in the contract documents or with any State or Federal law or regulation; or where nonconformance with the WZTC provisions is causing serious disruptions to traffic operations.

g. Procedures to Ensure Worker Safety

In accordance with Section 107-05B of the Standard Specifications, the EIC/RE will have the contractor's and subcontractor's **site-specific** Project Safety and Health Plan on file **PRIOR TO** the start of any work on site.

The contractor/subcontractor shall identify in the site-specific safety plan at least one person skilled in safety and health procedures and familiar with State, and Federal safety and health regulations, whose responsibility it is to monitor methods and procedures. This person shall be deemed qualified by the contractor/subcontractor by virtue of training and experience, will attend the pre-construction meeting, and will review and approve all safety plans and procedures the contractor/subcontractor will employ in the performance of the work.

In accordance with Section 107-05B of the Standard Specifications (and in compliance with NYS Labor Law Section 220-h), the contractor will provide proof of completion of the OSHA 10-hour safety course for each employee with the first payroll and with subsequent payrolls for new employees as necessary. The EIC will retain documentation of the contractor's weekly safety talks and attend when practicable.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a stop-work order in the case of imminently hazardous working conditions or serious safety violations where conditions are considered to be sufficiently deficient as to seriously affect the safety of the public or the workers employed.

h. Claim and Dispute Resolution Procedures

Claim and Dispute Resolution Procedures will follow those specified under NYSDOT Section 105-14, Dispute Resolution and Disputed Work Provisions to settle claims and disputes. The EIC/RE will organize and coordinate the dispute resolution process and (Sponsor's highest-ranking authority **names** this person and title) will make the final finding upon the recommendation of the PM.

i. Scheduling and Time Extensions

As required under NYSDOT Section 108-01, Start and Progress of Work, the contractor will be required to provide a work schedule at the Pre-construction Meeting. The schedule will include

Construction Phase milestone dates. The EIC/RE and the Project Manager will review this schedule and monitor the Contractor's compliance with this schedule. If the Contractor does not progress the work at the rate proposed, he will be advised in writing of the failure to comply with his schedule, and he will be ordered to provide an updated schedule indicating the means that he will use to guarantee the completion of the project on time.

A time extension request shall identify the projected revised construction milestones: Substantial Completion and Construction Contract Completion. The Contractor will provide a Time Impact Analysis (TIA), comparing the accepted schedule to the modified schedule identified as documentation to the request.

No extensions of time will be allowed unless specifically negotiated under Section 105-14, Dispute Resolution and Disputed Work Provisions. Time extensions are considered (no-cost) change orders and are subject to review by the RLPL before final approval per PDM Exhibit 4-3.

j. Record Keeping and Record Retention Procedures

The project will be administered and monitored using the NYSDOT Manual of Uniform Record Keeping (MURK). Staff listed in Section I. a. will complete daily logs and any special daily reports in the NYSDOT Construction Inspection Manual (CIM), including activity-specific MURK forms such as structural concrete and asphalt paving reports.

Upon completion of the project, all documents will be cataloged and copied. Original documents will be retained by the Sponsor. Closeout materials requested by the RLPL will be provided in accordance with LPM, Chapter 17. **All documents will be retained for seven (7) years** after the State/Local Project Agreement has been closed.

Where work is performed on State Highway Right of Way, the Sponsor will provide NYSDOT Permit Department with one complete set (copy) of the project records.

The Sponsor will use a commercially available Web-based software, such as Appia, for record-keeping and payment accounting. Such software must be capable of correlating payments to material and other certifications and should flag and/or prevent payment for work not certified per specifications. Additionally, such software must be capable of tracking multiple PINs with multiple financial and/or engineering shares, where applicable. The Sponsor will provide the RLPL with a User ID and password(s) to access the project records.

Please state which software will be used _____.

k. Contract Payments

- The Sponsor will record all contract payments to the prime contractor in EBO.
- When the Sponsor makes FINAL PAYMENT to the prime contractor, the Sponsor will inform the RLPL of this date in writing as well as the last day of work on-site. The final payment will be marked as such in EBO, e.g., ESTIMATE #xx-FINAL.
- The prime contractor will record all payments to all subcontractors and suppliers in EBO.
- Prime contractors, subcontractors, and suppliers will **PROMPTLY** acknowledge receipt of contract payments in EBO.
- The prime contractor will identify in EBO, and Sponsor will verify that **ALL SUBCONTRACTORS AND SUPPLIERS WHO ARE DBE CERTIFIED**, even if the DBE goal is 0%.
- The Sponsor will monitor EBO and verify that the prime contractor has **PROMPTLY** paid subcontractors and suppliers after each payment to the prime contractor. Prompt Payment requirement is for the prime contractor to make payments within seven (7) calendar days of receipt of payment from the Sponsor.

l. Other Requirements - Communications

To facilitate project progress and communication, regular meetings will be held between the RLO/PM, engineer/consultant, contractor, and the RLPL. Minutes of progress meeting will be forwarded to all parties. [Add instructions from Sponsor.]

IV. Construction Inspection

a. Inspection Plan

See Section I a. and state any further requirements here.

b. Quality Control/Quality Assurance Plan

The prime contractor and its suppliers will be responsible for Quality Control of all aspects of Supplies, Materials, and Construction Procedures. The Sponsor will develop a Quality Assurance Plan. The PM will make periodic visits to the Jobsite to ensure the work is completed in accordance with the contract proposal and NYSDOT Standard Specifications. The EIC/RE will be interviewed by the Project Manager prior to the start of the project to ensure they are fully familiar with the inspection procedure for any item of work in the project prior to the start of work on that item. NYSDOT CIM will be referenced for that assurance.

c. Inspection for BridgeNY Culvert Projects

A BridgeNY Culvert project may not require full-time inspection. At the minimum, the project must have inspection during the construction of the critical operations of the project. These include but are not limited to:

- Backfill operations
- Check rebar/concrete pours
- Check grade/installation of metal culverts
- Check fine grading/paving operations

A MURK daily work report will be filled out on the days when an inspector is inspecting construction operations. All Daily Inspection Reports will follow Manual of Uniform Record Keeping. All quantities will be reported from the operations inspected according to MURK. Any work completed in the days prior and not having inspection will be described on this report allowing no gap in reporting.

d. Material Testing Procedures

Project On-site Material Testing

The Sponsor is responsible for all material testing and acceptance that occurs at the project site. These duties cannot be assigned or delegated to the contractor. The material testing procedures must be tailored to each project. Use of the NYSDOT Construction Inspection Manual (CIM) for guidance on frequency and amount of testing. Consultant Inspectors and/or an Independent Testing Company Technicians performing the Quality Assurance testing of concrete material must be American Concrete Institute (ACI) certified. Consultant Inspectors and/or an Independent testing Company Technicians will approve/certify all construction materials. The individuals performing the Quality Assurance must be IAST certified and must be from a different firm from those performing the Quality Control testing.

In addition to NICET certification, all Inspectors and/or Technicians performing sampling and testing and /or Inspection functions must be currently certified as follows:

- Earthwork: Soils and Aggregate Inspector Certification, New England Transportation Technician Certification Program (NETTCP), or equivalent.
- Concrete: American Concrete Institute (ACI) certification as appropriate or equivalent.
- Nuclear Gauge Density Testing of Hot Mix Asphalt: Density Gauge Inspector Certification, The Associated General Contractors, New York State Chapter or equivalent.
- Erosion & Sedimentation Control: NYS Professional Engineer, or Certified Professional on Erosion and Sediment Control (CEPESC), EnviroCert International, Inc.
- Work Zone Traffic Control: minimum of two (2) days classroom training on a recognized training program or one day of classroom training plus responsible experience. Acceptable courses include:
    - FHWA – NHI 133112 – Design & Operation of Work Zone Traffic Control.
    - NSC – Temporary Traffic Control Design and Supervision.
    - ATSSA – a) Traffic Control Supervisor (TSC) Course and b) Urban Work Zone Design Course.
- Certificates – the RE/OE will verify that each certificate is **current** and **valid**, make a photocopy, and file with project records.
- The Construction Inspection consultant and/or Sponsor will develop and implement a **Quality Management Plan (QMP)** to ensure that work performed meets the terms of the contract inclusive of:
    - Means to coordinate and direct the activities of staff and any Sub-consultants
    - A description of field staff oversight policy for ensuring the quality of inspection and recordkeeping, including the individual/officer performing these functions and the frequency of the reviews.
    - Compliance with Manual on Uniform Record Keeping (MURK); contract administration, inspection, testing, materials acceptance, and documentation.
    - Weekly review of Equitable Business Opportunities (EBO) Software for Civil Rights Monitoring & Reporting.
    - QC/QA sampling and testing plan, including approvals process.
    - Maintenance, calibration, and certification of testing equipment.
    - Monitoring contractor's operations for safety compliance.
    - Address/eliminate any "Conflict of Interest."
    - Safety of Inspection staff.
    - Verification and maintenance of staff licenses and certifications.
    - **The Quality Management Plan must be appended to and become part of this CMP.**
    - Independent Testing Labs –
        - All non-State Transportation Department (non-STD) Labs must be certified and meet AASHTO R18 requirements at a minimum, or comparable FHWA approved accreditation.
        - All personnel must be qualified for sampling and testing
        - Non-STD Labs may perform **only one** of the following on a project:
            - Verification testing
            - Quality Control testing
            - Independent Assurance testing
            - Dispute resolution testing

COMPLETE AND APPEND a QA Table using the format below for **all contract items/materials requiring testing/certification**:

Item #	Item Description	Material Certifications (Off-Site QA) *Yes/No? Type?*	Person Responsible for Off-Site Quality Assurance (QA) *Name*	On-Site Testing /Certifications (QA) *Yes/No? Method?*	Person Responsible for On-Site QA *Name*

Sponsor is responsible for the accuracy of the contents of the QA table.

In-Plant Material Quality Assurance Testing

The RLPL must be advised at least seventy-hours prior to the first plant order. The RLPL will make arrangements with the Regional Materials Unit to verify that the plant source has a current State DOT approval for all "In-Plant" inspection for the production of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). Call-in procedures are subject to strict adherence. The EIC must inform the contractor of the proper notification process:

- **CALL-IN PROCEDURE:**
  - **Contractor must call in the order to the plant BY 3:00 PM on the business day BEFORE the day of delivery,**
  - **Provide the plant with 6-digit PIN and Contract LD#; and,**
  - **Inform the plant that the project is a NYSDOT Local Project, so the order must be conveyed to the Regional Materials Unit.**
- **Asphalt and concrete will be provided only by NYSDOT approved plants.**

NYSDOT Materials Bureau (Albany) will provide all quality assurance inspections for all bridge bearings. The EIC/RE will provide the RLPL with an electronic copy of the approved shop drawings, and RLPL will arrange for the inspections by contacting the Materials Bureau.

d. Shop Drawing Approval Process
Shop drawing review will be the responsibility of the design engineer through the EIC/RE. The review time will be as allowed by the NYSDOT Specifications and/or Contract Plans for the subject item.

e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting State Highways by submission of the Roadwork form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The EIC/RE will notify all permitting agencies listed in Section II. c. of the schedule of each project. No work will be progressed prior to the full execution of any permit.

b. Anticipated efforts to coordinate with affected utility companies and railroads
Affected overhead or underground utilities have been notified.
[List here what has been or needs to be accomplished if relocations are required].
The EIC/RE will notify the appropriate utilities when construction is complete so that any temporarily relocated facilities can be returned to permanent locations.

c. Commitments made to other municipalities, emergency service providers, schools, etc.
The Project Manager will be responsible for keeping the public, affected property owners, and key organizations apprised of road closure and construction activity. Dates of road closures will be published in local newspapers. Affected schools, police, fire departments, ambulance

companies, and other affected organizations will be notified. The EIC/RE and the Contractor will coordinate closures and inform the Project Manager at least 1 week prior to closures or staging changes.
[List the key organizations here]

d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements, or other unfulfilled commitments made in the Design Approval.
[List any items here or state there are none]

e. Anticipated efforts to address all special requirements.
Special requirements are requirements that are outside the PE, Design and Construction phases, but require documentation.
[List any here or state there are none]

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The project close-out will be the responsibility of the EIC/RE. The project will be inspected by the EIC/RE and the Project Manager for completeness. If the project is deemed to meet the contract requirements, the Sponsor will notify the RLPL that a final inspection can be performed. Where work involves a NYSDOT Highway Work Permit, e.g., work in State Highway Right of Way, the supervising Permit Engineer and/or Permit Inspector must also be invited to the final inspection. It will be the responsibility of the Sponsor or Agent to coordinate with the RLPL and Permit Engineer/Inspector to attend this final inspection.

After approval by all parties, the Final Payment request will be completed by the contractor and submitted to the EIC/RE so that final payment can be made.

The Sponsor will notify the RLPL of the project acceptance and final payment and provide all required close-out information to close the State/Local Agreement.

CMP Approval:

RLO	_____ Signature	_____ Print Name	_____ Date
RLPL	_____ Signature	_____ Print Name	_____ Date
EIC	_____ Signature	_____ Print Name	_____ Date
RE	_____ Signature	_____ Print Name	_____ Date

DIRECTIONS FOR COMPLETION OF CONSTRUCTION MANAGEMENT PLAN (CMP)

THIS DOCUMENT IS TO BE REVISED WITH ANY CHANGES IN STAFFING, PROCEDURES, METHODS, OR REQUIREMENTS THROUGHOUT THE LIFE OF THE PROJECT.

The CMP should be reviewed periodically, such as before a monthly progress meeting to see if changes are needed. Updates can be made via email to the principals identified in Section 1, Supervision of Project. If the CMP itself is modified, the new version should show new material highlighted and old material struck out.

Some revisions may require new signatures of the Responsible Local Official (RLO), Regional Local Project Liaison (RLPL) and Engineer-in-Charge (EIC).

Header Information
Indicate the PIN, Title, Location and County of the project.

SPONSOR CONTACT INFORMATION:

Provide the Name, Mailing Address, Telephone Number, Fax Number and email address of the Sponsor.

I. Supervision of Project

a. Roles and Responsibilities

The language within this section should not be revised or amended other than to indicate who the Responsible Local Official will be and, based on the descriptions provided, complete the chart with the identified personnel.

Regional Local Projects Liaison (RLPL): The person(s) from New York State Department of Transportation's (NYSDOT) Regional office, who represents NYSDOT, provides technical and process guidance, exercises project oversight on behalf of NYSDOT and the Federal Highway Administration (FHWA) and processes the Sponsor's reimbursement requests.

Sponsor: The State, county, city, town, village or other public agency, public authority or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire Right-of-Way (ROW), advertise, open bids, award, and administer contracts for locally administered Federal aid transportation projects. The Administering Agency may also be referred to as the local public agency, agency, local government, municipality, owner, or Sponsor that is the subrecipient of federal aid.

Responsible Local Official (RLO): The project facility owner's top official who has the authority to enter into an agreement with NYSDOT to progress a transportation project and grant project approvals (RLO examples: mayor, town supervisor, county executive, chair of the county board of supervisors, state agency commissioner, etc.). With the exception of Design Approval, Non-Standard Feature Approval, and Contract Document Approval, the top municipal/agency official may delegate the authority to another official (e.g., highway superintendent, municipal engineer, chief financial officer, deputy commissioner).

Project Manager (PM): Title ***23 CFR 635.105(c)(4)*** requires a full-time employee of the Sponsor to be in responsible charge of the project (e.g., make engineering decisions on behalf of the Sponsor/owner) even when using consultants to provide engineering and construction inspection services or project management. The PM will report to the RLO who will have ultimate oversight

and responsibility for the project. The PM and the RLO may be the same individual, unless defined otherwise in this document.

Project Engineer or Project Designer: The person who will provide engineering support during construction, such as the consultant's or Sponsor's Project Designer. This person usually is a PE qualified to stamp plans and shop drawings on behalf of the RLO. The Project Engineer may report to the PM.
Note: The Project Engineer or Project Designer is not the same as the Contractor's engineer.

Engineer-In-Charge (EIC): The Sponsor's or consultant's staff person who will be on-site at all times to monitor construction and oversee the Contractor's/subcontractor's activities. The EIC may or may not be a professional engineer and may report to a consultant Project Manager (add role if applicable) or the Project Engineer.

Inspector(s): The Sponsor's or consultant's staff person who will be on-site to monitor construction.
NOTE: Inspector(s) may not be needed full-time and may be present only as the contractor's work dictates. The project may be staffed according to the guidelines in Chapter 15 of the LPM, but at all times must have inspection staff sufficient to monitor construction activities, ensure quality and conformance, and perform recordkeeping.

b. Consultant and Funding
The language within this section should not be revised or amended other than to indicate whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded.
c. Inspection Staff Qualifications
Provide the resumes and certification for all staff.
d. Chain of Command
Specify whom each person reports to by indicating the name of the individual for the position noted and who they represent, i.e., Sponsor or Consultant.
e. Governing Specifications
Indicate the date of issuance of the NYSDOT Standard Specifications governing the project. https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc
f. NYSDOT's Local Projects Manual can be found at: https://www.dot.ny.gov/plafap
g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held. It is the responsibility of the Sponsor to schedule and coordinate this meeting.

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
Indicate the DBE Goal as noted in the Contract Bid Proposal Package; even if it is a zero. If zero, the contractor is encouraged to utilize certified DBE firms.
b. Minority and Women Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals
If project is 100% State Funded ONLY - Indicate the MBE Goal, WBE Goal and SDVOB Goal as noted in the Contract Bid Proposal Package
c. Equal Employment Opportunity (EEO) Goals
Indicate the Minority Goal as per the County in which the project is located as indicated in the Contract Bid Proposal Package. The Women's Goal will always be 6.9% for all projects in New York.

d. Permits
The language within this section should not be revised or amended other than to complete the chart for those permits that are required for this project. If follow-up required is completed, the CMP will need to be updated. If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List any specific requirements of either the railroad or the utility companies. Attach the railroad and/or utility agreement(s) to the CMP.

f. Commitments contained in Design Approval Document that are to be fulfilled during construction are as follows:
List any specific commitments made during design that need to be fulfilled during construction. For example: time related provisions; stakeholder interest; stakeholder notification; property owner agreement.

g. Project Schedule
Identify the Project Schedule Milestone dates.

h. Special Requirements
List any special requirements that are needed that the inspection staff should be aware of including emergency service providers, drivers first initiative restrictions etc. or work that requires input from stakeholders (school, property owner, other municipality, etc.) even though no formal permitting procedures exist.

i. Water Quality Protection
The language within this section should not be revised or amended.

j. As-built plans documentation procedures
Describe the procedures for completion, transmission, and retention of the as-built plans.

III. Contract Administration

a. Subcontractor Approval Process
The language in this section should not be revised or amended.

b. Change Order Approval Process
The language within this section should not be revised or amended. Where the forms indicate NYSDOT or one of its offices or representatives, substitute using the RLO and/or PM.

c. Procedures to Ensure DBE Compliance
The language within this section should not be revised or amended. If a contract does not have a DBE goal, the contractor is encouraged to utilize DBE vendors.

d. Procedures to Ensure Workforce and EEO Compliance
The language within this section should not be revised or amended. Data is due to the Sponsor by the 15th of each month. This does not relieve the contractor or subcontractor from submitting certified payrolls.

e. Wage Rate Compliance Procedures
The language within this section should not be revised or amended.

f. Procedures to Ensure Work Zone Safety
The language within this section should not be revised or amended. Indicate who the Contractor's WZTC person will be during the construction of the project.

g. Procedures to Ensure Worker Safety
The language within this section should not be revised or amended.

h. Claim and Dispute Resolution Procedures.
Provide the Sponsor's highest-ranking individual's name(s) and titles to coordinate dispute resolutions. If the RLO cannot resolve the dispute, the RLPL and NYSDOT's Regional Construction Engineer can be consulted.

i. Scheduling and Time Extensions
The language within this section should not be revised or amended. The Sponsor must notify the RLPL of any scheduling and time extension changes.

j. Record Keeping and Record Retention Procedures
Indicate the software to be used in record keeping. The language within this section should not be revised or amended.

k. Contract Payments
The language within this section should not be revised or amended.

l. Other Requirements - Communications
Indicate any additional instructions from the Sponsor regarding flow of communications. The language within this section should not be revised or amended.

IV. Construction Inspection

a. Inspection Plan
Provide any further requirements.

b. Quality Control/Quality Assurance Plan
The language within this section should not be revised or amended. NYSDOT Construction Inspection Manual (CIM) will be referenced.

c. Material Testing Procedures
The language within this section should not be revised or amended.

- **Project On-site Material Testing**

  The Quality Management Plan must be appended to, and become part of, the CMP.
  Complete and append a QA Table. Sponsor is responsible for the accuracy of the contents of the QA table.
  Recognized Training Providers include American Traffic Safety Services Association (ATSSA); National Safety Council (NSC); and Federal Highway Administration's National Highway Institute (FHWA-NHI) and accredited college and universities with advanced degree programs in Civil/Transportation/Traffic Engineering.

- **In-Plant Material Quality Assurance Testing**

  Verify with RLPL process per Region.

d. Shop Drawing Approval Process
The language within this section should not be revised or amended.

e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting roadway use, by submission of the Roadwork Form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The language within this section should not be revised or amended.

b. Anticipated efforts to coordinate with affected utility companies and railroads
The language within this section should not be revised or amended other than providing a list of what has been or needs to be accomplished if relocations are required.

c. Commitments made to other municipalities, emergency service providers, schools, etc.
The language within this section should not be revised or amended other than providing a list of key organizations to be apprised of road closure and construction activities.

d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements or other unfulfilled commitments made in the Design Approval.
Provide a list any items here or state there are none.

e. Anticipated efforts to address all special requirements.
The language within this section should not be revised or amended other than to provide a list of any special requirements or state there are none.

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The language within this section should not be revised or amended other than obtaining the

proper signatures for the Responsible Local Official (RLO), the Regional Local Project Liaison (RLPL), the Engineer-In-Charge (EIC) or Resident Engineer (RE).

CHAPTER 12

APPENDIX 12-4

PUBLIC INTEREST FINDING, INSTRUCTIONS, AND SAMPLE LETTER

CONTENTS

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Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

In accordance with Title 23 CFR 635.104(b), the following information and justification to show why "no-bid force account work" is necessary and request approval to progress the federally funded project with municipal forces.

PROJECT INFORMATION:

Project Description: *[Provide a detailed description of the project including the exact location and what transportation systems it may connect (e.g. sidewalk system).]*

Proposed Construction: *[Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by Municipal Forces.]*

NEPA Category: ☐ CE ☐ EA ☐ EIS NEPA Approval Date: ____ ON NHS: ☐ Y ☐ N

EE: $_____ Municipal Forces Cost: $_____ Savings: $_____

Municipal Forces are expected to complete this work by: _____
(Construction Season of 20xx)

MUNICIPAL FORCES QUALIFICATIONS:

Equipment: *(List equipment to be used for this project.)*

Available:	Used For:

Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

Staff Experience: *(Indicate the individuals' name and detail relevant experience.)*

Name and Title:	Experience:

Sponsor's History:

(List relevant work accomplished, and projects completed by Sponsor's Work Force.)

Date Completed:	Description of Work/Project:

Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

Reviewer Comments:

NYSDOT's approval of your request is based on the following factors:

1. That it is more cost effective for your Municipal Forces to perform the construction work of this project compared to the competitive bidding process,
2. That the Sponsor has adequate resources – equipment, staff, and historical experience required to complete the project,
3. That the Sponsor, based on existing laws, has the legal right to progress the construction work.

Approvals:

	Name	Signature	Date
Sponsor			
RLPL (NYSDOT)			
FHWA *			

FHWA approval is required for projects **on the NHS System.*

Directions for the completion of the Public Information Finding (PIF)

Step 1 – Sponsor completes the PIF form:
This form will work best if the Sponsor completes it electronically. Within the header indicate the PIN, Sponsor, Date and one-line Project Description. This will then repeat on subsequent pages.

Project Information:
Project Description: Provide a detailed description of the project including the exact location and what transportation systems the project may connect. For example: *The project will replace a failing 5-foot diameter corrugated metal pipe with a 50-year life cycle structure using cost effective and long-life components to minimize the life cycle cost and maintenance and repair. The project will also address geometric deficiencies to improve traffic flow and facilitate traffic operations and correct identified pavement deficiencies with low-life cycle cost effective pavement treatments that will extend the useful life of the highway.*

Proposed Construction: Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by the municipal forces. *For example: The proposed construction work consists of the replacement of an existing failed culvert with a concrete box culvert and associated roadway approach work and improvements.*

NEPA Category: Check the NEPA category.
NEPA Approval Date: Provide the date of most current NEPA Approval.
ON NHS: Indicate whether the project is on the National Highway System?

EE: Provide the project design engineer's estimate. Provide a copy of the engineer's estimate as an attachment to the PIF form.

Municipal Forces Cost: Provide the municipal forces' construction cost estimate. Provide a copy of the municipal forces' construction estimate as an attachment to the PIF form.

Savings: Based on a comparison of municipal forces' construction cost estimate to the project design engineer's estimate, indicate the cost saving and percentage of savings.

Expected Completion of work: Indicate the construction season in which it is expected that the municipal forces will have completed the work.

Municipal Forces Qualifications:
Equipment: List equipment that is available for use on the project and what it would be used for.

Staff Experience: List those individuals' name(s), title(s) and years of relevant experience who will be completing the proposed work.

Sponsor's History: List relevant projects, including a description of the type of work and when the municipal forces completed the work.

Approvals: The Sponsor signs and dates the PIF prior to submitting it to the Regional Local Project Liaison (RLPL) for review.

Directions for the completion of the Public Information Finding (PIF)

Step 2: Sponsor completes the Request to Apply Municipal Forces for Construction letter to the Regional Local Project Liaison (RLPL) on Sponsor's letterhead. The letter and the attached documentation, Public Information Finding form, design engineer's estimate, and municipal forces estimate are forwarded to the RLPL.

Step 3: If the project is **on** the NHS, the RLPL will forward the provided request to FHWA for approval.

OR

Step 3: If the project is not on the NHS, the RLPL will review the provided documentation and inquire with the sponsor for any additional information.

Reviewer Comments: The RLPL provides comments as applicable.

Step 4: Upon approval, the RLPL signs the PIF, retains a copy for the project files, and returns the form to the Sponsor to be maintained in the project files.

Appendix 12-4

SPONSOR'S REQUEST TO APPLY MUNICIPAL FORCES FOR CONSTRUCTION

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

RE: REQUEST FOR MUNICIPAL FORCES TO COMPLETE CONSTRUCTION
[PIN]
[PROJECT NAME]

Dear [RLPL Name]:

In accordance with Title 23 CFR 635.104(b), the [**Sponsor**] is requesting approval to progress the reference project with municipal forces. We are providing the attached Public Information Finding (PIF) form outlining why a "no-bid force account work" is necessary.

Additional documentation and justification are attached to the PIF for your review.

Your attention to this request is appreciated. If there is any additional information needed, please contact [name and contact information of municipal project manager].

Sincerely,

[Name]
[Title]

cc:
Attachments:
PIF
Design Engineer's Estimate
Sponsor Workforce Estimate

Appendix 12-5
TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATE LETTER
(Sponsor's Letterhead)

(Date)

(RLPL Name)
(RLPL Address)

RE: TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
PIN: (6-digit PIN) OSC D#: LDxxxxxx BIN: (if applicable)
(Project Title)
(Project Location)
(Municipality, County)
LETTING DATE: ___/___/___ (Proposed)

Dear (RLPL Name):

In accordance with Chapter 12 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has compiled the following information and documents to progress this project to advertisement, letting and award for the above-referenced locally administered transportation project including:

1. Contract Bid Document Package:

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

2. Agency Coordination

[A] No other agency is directly involved in the construction, maintenance or ownership of the project.
[B] The following agencies are directly involved in construction, maintenance or ownership of the project and have received a copy of the PS&E submission from the Project Sponsor: (list)

[C] (For applicable parkways and other Park Lands) The Office of Parks, Recreation, and Historic Preservation has ownership of the facilities within this project and (enter responsible maintenance entity) will maintain them after project completion. No other agencies will be involved in the actual construction of this project. A copy of the PS&E submission was forwarded to the New York State Office of Parks, Recreation and Historic Preservation.

3. Project Type

This project is a _____ (state project type, e.g. pavement, bridge, safety, capacity/mobility, other–state as per Appendix 5 (Table 5-1) of the Project Development Manual (PDM)) project.

4. Design Approval

The Design Approval Document (DAD) for this project was an (IPP/FDR, PSR/FDR, FDR, FDR/EA, or FDR/FEIS). Design Approval was granted on (date) by (title and name of approving authority) with NYSDOT concurrence granted on (date) (if applicable)

[A] No nonstandard features have been identified since Design Approval.
[B] The following nonstandard features, which were not approved at Design Approval, have since been identified and approved (list, state approving authority, and date).

5. Previous Letting(s)

[A] None.
[B] This project was previously let on (date), and all bids were rejected on (date).

6. Letting Date, Location and Time, and Contract Completion Date

The suggested contract letting date is (date).
The location of the Bid opening is (address).
The time of Bid opening is (time).
The proposed contract completion date is (date).

7. Construction Supervision

[A] The supervision of construction is to be by the Sponsor's forces.
[B] The supervision of construction is to be by Consultant forces.

8. Prebid Meeting

[A] A pre-bid meeting is not required. (If the estimated construction cost is less than $10M, a pre-bid meeting is optional.)
[B] A pre-bid meeting is or will be scheduled for (time and date) at (location). (HDM – Ch 21-99.)

9. Federal Aid Procedure

a. Contract Document Approval

[A] This project is not federally funded.
[B] This project is federally funded, but no additional approval of the Contract Documents

including the PS&E is needed.
[C] This project is federally funded. FHWA's approval of the PS&E is required.

b. Proprietary Specifications and Salvage Items

[A] There are no proprietary specifications. Salvage is consistent with NYSDOT's policy.
[B] The following proprietary specifications are hereby approved (list and file justification in Regional files – all projects except those requiring FHWH's approval of the PS&E). Salvage is consistent with NYSDOT policy.

10. Statewide Significance

[A] This project was not determined to be of statewide significance.
[B] This project was determined to be of statewide significance. No special changes were made in the project process or decision authority.
[C] This project was determined to be of statewide significance. The following special changes were made to the project process or decision authority as contained in the Project Management Plan: (describe, and include any approvals required by the project management plan and those still pending).

11. Advertisement

[A] The advertisement length is (three, four, five, six) weeks.
[B] A (one, two) week advertisement period is hereby proposed because (discuss). Short ad information, to be published in the "Contract Reporter," was transmitted to RLPL on (insert date. This information MUST be received by RLPL six weeks before the letting date. Failure to do this will result in delay from requested letting). Please seek FHWA's approval (for all projects with proposed ad lengths less than 3 weeks).

12. Prerequisites to Advertisement

If any of these activities (i.e., 12 a through f) are not complete, provide a statement regarding the item(s) status (i.e., provide a projected date of completion).

a. ROW. The Right of Way Clearance Certificate was approved by NYSDOT on **(date)** and is attached. (Required for all projects).

When Item (c) of the Right of Way Clearance Certificate applies, state: In accordance with item (c) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report is attached to the ROW Clearance Certificate.

When Item (d) of the Right of Way Clearance Certificate applies, state: In accordance with item (d) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report, Special Note, Engineering Substantiation, and Report of Quality and Quantity of Relocation Assistance are attached to the ROW Clearance Certificate.

b. Environmental Issues

[A] The project is Federally Funded.

1. NEPA – Based on 23 CFR Section 771, this project was determined to be a NEPA (CLASS II Categorical Exclusion with documentation as determined by FHWA on _____, Class III project with a FONSI on _____, Class I project

with a ROD on _____) on _____ (date) by _____ (state who made the determination) with NYSDOT concurrence on (date).
2. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

3. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

4. Air Quality Conformity Determinations.

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

5. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared and Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

[B] The project is 100% State Funded.

1. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

2. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

3. Air Quality Conformity Determinations

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

4. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared, Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

c. State Transportation Improvement Program (STIP)/ Transportation Improvement Program (TIP)

The project (is, is not) on the STIP. The STIP (does, does not) have to be amended.
The project (is, is not) on the TIP. The TIP (does, does not) have to be amended.

d. Resolutions / Agreements

This project requires resolutions/agreements from the following municipalities.

Municipality	Provided	Transmitted to RLPL
Town of USA	01/02/2019	01/05/2019

The above-listed resolutions/agreements (have been, will be, - provide date) executed and (have been, will be) transmitted to the RLPL.

e. Utility Involvement

[A] This project does not require any utility involvement. A final Utilities Inventory Report (LPM Appendix 10-5) is attached, and the special note, "Coordination with Utility Schedule," is included in the Special Notes.
[B] This project requires utility involvement (list involved utilities). The special note, "Coordination with Utility Schedule," is included in the Special Notes. A final Utilities Inventory (LPM Appendix 10-5) is attached. The agreement status is as follows: (indicate status).

f. Railroads

[A] There are no railroads within the project limits.
[B] There is a railroad within the project limits. A railroad force account agreement (is, is not) necessary (and has been attached).

13. Disadvantaged Business Enterprise (DBE) Goals

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.
[A] A goal reduction or waiver is not being requested. The project group number is ____ and the DBE goal is ____%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is non-federal aid funded.

14. Minority/Women's Business Enterprise (M/WBE) Goals.

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The project group number is ____ and the M/WBE goals are MBE___% WBE___%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is federal aid funded.

15. Service-Disabled Veteran-Owned Business Enterprise Goals.

The goal should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The SDVOB goal is 6%.
[B] A goal (reduction/waiver) is being requested.

[C] N/A – Project is federal aid funded.

16. Incomplete Items

[A] There are no incomplete items. All special specifications requiring approval have been approved, and those items necessary to ensure proper coordination with construction activities (items 12a through 12f) are complete.
[B] The following is a list of incomplete items and actions in progress to complete them. List special specifications not approved by NYSDOT and any clearances, permits, approvals, resolutions, and agreements that are not available. State the projected date of availability. (Refer to the discussion under appropriate item as applicable).

Provide the following statement when any clearances, permits, approvals, resolutions, and agreements are not available.

Although the above-mentioned clearances, permits, approvals, resolutions, and agreements are not available, it is in the best interest of the State and the project Sponsor to proceed with the advertisement, letting, and award of this project because_____. As a basis for the recommendation, consider and discuss the following as applicable:

- Why it is in the public interest to progress the project despite the unavailability of these items. This should include a complete discussion of which contract operations will be affected and how they will be affected.
- Discuss contract provisions (i.e., special notes, etc.) that are provided in the contract documents in recognition of the lack of these items.

17. Contact Persons

The (NYSDOT Program Area; Municipal Engineer; Consultant Engineer; etc.) was responsible for the preparation of the PS&E Submission for this project.

Responsible Local Official
Name & Title:
Phone #:
Email:

Sponsor's Project Manager
Name and Title:
Organization:
Phone #:
Email:

Project Designer
Name and Title:
Organization:
Phone #:
Email:

Sincerely,

RLO – name, title]
[Sponsor]
Attachments: (remove those not applicable)

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- Project Accomplishment Form
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

Appendix 12-6
Locally Administered Project
Contract Bid Documents (CBD) - Plans, Specifications, and Estimate (PS&E) Checklist

PIN: _____	Date Received: __/__/____
Project: _____	Review Started: __/__/____
_____	Reviewer: _____
Sponsor: _____	Review Finished: __/__/____
Contact Email/Phone: _____	

Sponsor Contract Bid Document Package Review Checklist. The following should be included:

Sponsor	RLPL	Documents to be Included
☐	☐	Contract Bid Document and PS&E Transmittal Letter (Appendix 12-5)
☐	☐	Stamped and Signed Contract plans
☐	☐	Proposal Book
☐	☐	Engineer's Estimate (EE)
☐	☐	Signed Right of Way Clearance Certificate (Appendix 11-5)
☐	☐	PS&E Certification by NYS licensed Professional (Appendix 12-9)
☐	☐	Environmental Commitments Checklist (ECC)
☐	☐	Construction Management Plan (CMP) (Appendix 12-3)
☐	☐	Project Management Plan (PMP) (Appendix 2-1)
N/A☐ ☐	☐	Railroad and/or Utility Agreements (Appendix 10-8)
N/A☐ ☐	☐	Highway Work Permit (HWP)
☐	☐	Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
☐	☐	Construction Contract Goal Assessment Form https://www.dot.ny.gov/main/business-center/civil-rights/dbe
N/A☐ ☐	☐	Status of Special Specifications Table (HDM Chapter 21)

To Be Completed by RLPL:

NEPA Date	/ /	☐	NHS/SH www.fhwa.dot.gov/planning/nhs/maps/ny/index.htm
EIS, Date signed:	/ /	☐	Federal Aid
EA, Date of FONSI:	/ /	☐	100% State Aid
Design Approval Date :	/ /		SEQR Date: / /
Engineer's Estimate	$	☐	Construction phase/funds verified on TIP/STIP
Construction Inspection (Actual or Estimated)	$		Inspection by:
Federal Highway PIN			This information is needed for the FA Contract
OSC D#			Spreadsheet submitted for EBO setup.

Key: S= Sponsor

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Did the Project Sponsor submit the Contract Bid Document Package? If not, was the Sponsor cc'd on correspondence? The Project Sponsor should be the main point of contact. If not direct contact, they need to be included in all correspondence.
☐	☐	☐	/ /	PS&E Certification by NYS licensed professional, completed, signed, and included (Appendix 12-9)
☐	☐	☐	/ /	The Environmental Commitments Checklist completed and submitted with the PS&E. (EB 18-001). https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=12576
Proposal Content:				
☐	☐	☐	/ /	Is the project duration noted in the proposal? This is shown as the number of calendar days from the Notice to Proceed.
☐	☐	☐	/ /	Indicate the project duration per proposal:
☐	☐	☐	/ /	Noted on the cover of the proposal that this is a Federal or State Aid Project
☐	☐	☐	/ /	Noted in the proposal that NYSDOT Standard Construction Specifications must be followed on a federal aid project. Look for this note
☐	☐	☐	/ /	Does the proposal contain Appendices 12-1 and 12-1A from the LPM? As of the date of this checklist, the FHWA 1273 section should be shown in a 2-column format (a quick way to see if it's current). These pages must be printed and added to the project proposal AS IS.
☐	☐	☐	/ /	• Certification for Federal-Aid Contracts
☐	☐	☐	/ /	• Disclosure of Lobbying Activities
☐	☐	☐	/ /	• Non-Collusive Bidding Certification
☐	☐	☐	/ /	• USDOT Hotline
☐	☐	☐	/ /	• Federal EEO Requirements
☐	☐	☐	/ /	• FHWA-1273 Required Contract Provisions
☐	☐	☐	/ /	Warranties in Accordance with Local Projects Manual (LPM) Section 12.4.7? As a rule, there are no workmanship warranties; specialty work (e.g., building renovations) may differ. No Maintenance Bond or extended insurance.
☐	☐	☐	/ /	Note inserted In the Instructions to Bidders that there are no residence or geographical restrictions (LPM 12.4.1)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to proposal (LPM Chapter 9.3.1)
☐	☐	☐	/ /	Retainage provision in compliance with 49 CFR 26.29. (LPM 12.3.3.6) No retainage is allowed
☐	☐	☐	/ /	LPM Appendix 12-2 – when NYSDOT Standard Specs for Construction are not utilized. These should only be used if the Sponsor has their own NYSDOT approved Standard Specifications.
☐	☐	☐	/ /	• Labor and Employment
☐	☐	☐	/ /	• Use of Convict Labor
☐	☐	☐	/ /	• Disadvantaged Business Enterprise (DBE) Participation
☐	☐	☐	/ /	• Changed Conditions Clauses
☐	☐	☐	/ /	• Civil Rights Monitoring and Reporting

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	• Material Acceptance Records
☐	☐	☐	/ /	• Buy America Requirements
☐	☐	☐	/ /	• Use of United States-Flag Vessels
☐	☐	☐	/ /	• Extra Work and Time Related Compensation
☐	☐	☐	/ /	Alternate bid procedures approved by NYSDOT RLPL LPM 12.5.2).
☐	☐	☐	/ /	If using Alternate bidding, include a note in the proposal that the project budget will be announced before the opening of any submitted bids.
☐	☐	☐	/ /	Amendment notification procedures included in the Instructions to Bidders Section. (noted on proposal page _____). Verify via the bid pages and remind the Sponsor that there is a requirement to submit proof with the Award Package documentation that all bidders received all amendments/addenda issued.
☐	☐	☐	/ /	Disadvantage Business Enterprise (DBE) goal noted. (Goal: ___%) Per EI 19-024. Use the following link to DBE Goal Setting Aids: https://www.dot.ny.gov/main/business-center/civil-rights/dbe.
☐	☐	☐	/ /	Notice to Bidders, often used as the Advertisement to Bid, contain the EEO goals. (W: 6.9% and M: _____%) (Appendix 12-1.6) The women's employment goal is always 6.9%, and the minority employment goal varies by county.
☐	☐	☐	/ /	Note inserted in the Instructions to Bidders that there is no M/WBE or SDVOB language included. (Federally funded contracts only) A common error is confusion between M/WBE goals and EEO goals. M/WBE refers to subcontracting goals and only applies to State-funded projects. EEO goals are employment goals and are on all state and federally funded projects.
☐	☐	☐	/ /	Minority and Women-Owned Business Enterprise (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) goals noted. MBE: % WBE: % SDVOB: % Only applies to 100% State-funded projects.
☐	☐	☐	/ /	Wicks Law compliance, Building Projects > $500K – $3.0M (by county) (LPM 12.4.3). Requires electrical/plumbing/heating to be separate fiscal shares.
☐	☐	☐	/ /	Federal Davis-Bacon and NYS Prevailing Wage Rates included Note: the wage rates included in the proposal must be current within 10 days of the bid opening. Add this ('current...10 days) as a reminder even if the wage rates are included at the time of review. (Federal-physically inserted; State-first four pages of PRC)
☐	☐	☐	/ /	Liability Insurance Rider/Binder (LPM 12.3.3.2) Coverage includes NYS and its Employees. Coverage Amount: $
☐	☐	☐	/ /	The project proposal contains an apprenticeship/training program. FHWA must approve the program (LPM 13.7 and 12.4.8).
☐	☐	☐	/ /	In the instructions to the Bidders, a Project Labor Agreement can be included but must be reviewed by NYSDOT and approved by FHWA (LPM 12.4.5)
☐	☐	☐	/ /	Check Information for Bidders and special notes for administering agency-allowed provisions that are not permitted with Federal aid. Look for a statement to the effect of 'should local and state requirements differ from federal...the federal will prevail'. (LPM 14.1)
☐	☐	☐	/ /	Iran Divestment Act notes added. Standard notes need to be physically inserted (Appendix A – Standard Clauses for all NYS Contracts).

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Note in Contract Documents alerting low bidder and subcontractors of need to complete and submit a NYS Uniform Contracting Questionnaire (CCA-2) if not on file. Look for the note or at the draft advertisement.
☐	☐	☐	/ /	For work ON a State Highway, 511NY Notification note added to proposal. For work NOT on a State Highway, inform the sponsor that this is available as a service to them.
☐	☐	☐	/ /	Field office is included as a bid item (637) or noted in proposal as a provided space. One or the other….
☐	☐	☐	/ /	Is there an item for Mobilization, and is it restricted to 4% of bid subtotal with appropriate instructions to bidders on the bid form?
☐	☐	☐	/ /	Is Prime to Sub percentage of work in compliance with NYSDOT Specifications? Is it less than 50%? If Yes, notify the Local Program Bureau.
☐	☐	☐	/ /	Expected Date of Advertisement?
☐	☐	☐	/ /	Advertisement Duration Period? (Minimum 3 weeks)
☐	☐	☐	/ /	Advertisement to be Placed in NYS Contractor Reporter (MANDATORY)
☐	☐	☐	/ /	Advertisement to be Placed in Other/Local Publication: (Recommended)
				Situations when additional FHWA approval is required (Interstate Justification Report, Public Interest Finding)
☐	☐	☐	/ /	If access to the Interstate System is changed, was the modification approved at the appropriate level in FHWA? (ref 23 CFR620.203(d-h))
☐	☐	☐	/ /	If there are any incentive/disincentive clauses, have they been reviewed and approved by FHWA?
☐	☐	☐	/ /	If there are any experimental features, was there coordination with FHWA? {Attach Experimental Features Work Plan}
☐	☐	☐	/ /	If there is any State furnished material (other than signal controllers), was FHWA approval obtained? (ref 23 CFR 635.407)
☐	☐	☐	/ /	If there is a mandatory disposal of storage site designated, was FHWA approval obtained? (ref 23 CFR 635.407(g))
☐	☐	☐	/ /	If it is known that foreign steel will be used, has a Buy America waiver been requested and approved by FHWA? 23 CFR 635.410)
☐	☐	☐	/ /	If it is known that ROW will not be available at time of letting, has a ROW Projection Approval been obtained? Date: (LPM Chapter 11.2.2 (15))
Plan Set Content:				
☐	☐	☐	/ /	Plan title sheet signed by Responsible Local Official
☐	☐	☐	/ /	Plan title sheet signed and stamped by responsible licensed professional
☐	☐	☐	/ /	Cover of Proposal and Plans identify project as 'Federal Aid Project' with correct Project Title, PIN, LD#, and location.
☐	☐	☐	/ /	A completed Maintenance Jurisdiction table included.
☐	☐	☐	/ /	Utility coordination/contact information is provided in the plans.
☐	☐	☐	/ /	Advance Detail Plans (ADP) comments by Region satisfactorily addressed.
☐	☐	☐	/ /	ADA compliance provisions included in plans.
☐	☐	☐	/ /	Item numbers, description, and quantities consistent between Engineer's Estimate and Plans and Proposal.
☐	☐	☐	/ /	Table of Quantities (if required) is accurate.

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	General Notes not in conflict with specifications/plans and/or Federal/State requirements (changed conditions clause, risk, etc.)
☐	☐	☐	/ /	Permanent traffic control devices consistent with MUTCD. (23 CFR 655.603(d)
☐	☐	☐	/ /	In accordance with Work Zone regulations for all 'significant' projects, is a Transportation Management Plan included? (Highway Design Manual (HDM) Ch.16.5)
☐	☐	☐	/ /	Is the Work Zone Traffic Control (WZTC) Plan consistent with the MUTCD? (23 CFR 630 and HDM Ch 16.4))
Design/Environmental:				
☐	☐	☐	/ /	Plans and Notes are consistent with Design Approval Document (DAD)
☐	☐	☐	/ /	Date of Re-Evaluation of NEPA Completed? (EB 21-041)
☐	☐	☐	/ /	Contract Documents contain provisions (e.g., notes) regarding special follow-up actions noted in the Design Approval Document (usually cultural resource issue).
☐	☐	☐	/ /	• FHWA Section 106 concurrence received? (36 CFR 800)
☐	☐	☐	/ /	• Does the project involve endangered species? ☐ If yes, has FHWA concurrence been received? (50CFR 402.14)
☐	☐	☐	/ /	• Wetland Mitigation (23 CFR 777)
☐	☐	☐	/ /	• Noise Abatement (23 CFR 772)
☐	☐	☐	/ /	• Section 4(f) – under 49USC303 (23 CFR 771.135)
☐	☐	☐	/ /	•
☐	☐	☐	/ /	•
☐	☐	☐	/ /	Specifications comply with LPM Section 9.3 (spot-check)
☐	☐	☐	/ /	Specifications do not contain references to State supplied materials, labor, inspection, or testing unless approved by NYSDOT
☐	☐	☐	/ /	Special specifications have been approved for use in project. Use Status of Special Specifications Table (HDM Chapter 21). Special Specs that need approval: _____ Approval date(s): (Add Separate sheet as needed.)
☐	☐	☐	/ /	Earthwork Summary Sheets ES-1 and ES-2 shall be provided in the plans for all projects over 500 ft. in length, which have over 5,230 yards of the sum of items 203.02 (Unclassified Excavation and Disposal) and 203.03 (Embankment In Place). Earthwork Summary ES-1A and ES-2A (letter size paper) shall be prepared and provided for inclusion in the proposal when these criteria are not met. If items 203.02 or 202.03 are not part of the project, ES-2A shall be prepared when items 206.02 and/or 206.04 are in the estimate. Are they Included?
☐	☐	☐	/ /	Specifications do not provide for delivery of "waste" or "salvageable" material to Sponsor. (LPM 9.3.3.2)
Special Situations:				
☐	☐	☐	/ /	Does the proposal include the appropriate AC pavement smoothness spec if this is an Interstate asphalt paving project? EI 05-17 and/or EI 05-18

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	If this project includes ITS components, was there coordination with the FHWA ITS specialist? (23 CFR 940 and NYDO Implementation Policy)
☐	☐	☐	/ /	If the project is on the NHS and is in excess of $50M for highway and $40M for bridge, was a Value Engineering (VE) Study conducted? (LPM 8.4.2.1) A VE in Design was completed on:
☐	☐	☐	/ /	If a Sub-Major Project (cost is between $100M and $500M), was an Initial Financial Plan submitted to FHWA by FHWA prior to NEPA approval? (NYSDOT Project Development Manual (PDM)-Chapter 4)
☐	☐	☐	/ /	If a Major Project (Cost >$500M), was a Project Management Plan submitted to FHWA by NYSDOT prior to NEPA approval? (NYSDOT PDM-Chapter 4)
☐	☐	☐	/ /	If the project is within two miles of an airport, was there coordination with FAA? (23 CRF 620, Subpart A)
☐	☐	☐	/ /	If this project is eligible for Marchiselli Program funds, reconfirm that there are more than one Complete Street Feature included since ADP. LPM 3.11.2; Appendix 3-2; Complete Street Checklist; (EB 24-006)
Permits and Agreements:				
☐	☐	☐	/ /	All Maintenance Agreements are fully executed. (landscaping and/or lighting) For projects on a state highway.
☐	☐	☐	/ /	Are Utility agreements needed? Is it in the format of LPM Appendix 10-8, and has it been approved? ☐ Telephone ☐ Water ☐ Cable TV ☐ Sewer ☐ Electric ☐ Signed by both parties! If utility work is to be reimbursed with federal funds, utility agreement needs to be approved by NYSDOT MO DQAB
☐	☐	☐	/ /	Railroad Force Account (RRFA) agreement, if needed, has been reviewed and approved. All information regarding the RRFA has been included in the project proposal. (Chapter 10 LPM)
☐		☐	/ /	Highway Work Permit submitted _____ approved _____ https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits HWP expiration date: _____
☐	☐	☐	/ /	Required info to obtain NYSDOT Highway Work Permit:
☐	☐	☐	/ /	• HWP application, PERM 33 received
☐	☐	☐	/ /	• Certificate of Insurance, PERM 17 received
☐	☐	☐	/ /	• 2 sets of final contract plans [( )to Residency, ( ) to RLPL]
☐	☐	☐	/ /	• If Utilities are involved, PERM 32 received
☐	☐	☐	/ /	• Prepare HWP memo to Permit Engineer in Residency (By RLPL).
☐	☐	☐	/ /	Environmental permits obtained (if needed). Check listing in Design Report
☐	☐	☐	/ /	• Section 401, DEC Water Quality Cert
☐	☐	☐	/ /	• Section 404, ACOE Individual Wetlands Permit
☐	☐	☐	/ /	• Section 404, ACOE Nationwide Permit #23
☐	☐	☐	/ /	• US Coast Guard

	RLPL Review			PIN:
S	Yes	No	Date Resolved	
☐	☐	☐	/ /	• Adirondack Park Agency General Permit
☐	☐	☐	/ /	• Other
☐	☐	☐	/ /	If a SPDES General Permit is required for this project, are the appropriate notes included in the proposal. https://www.dot.ny.gov/divisions/engineering/environmental-analysis/manuals-and-guidance/epm/chapter-4
☐	☐	☐	/ /	If a SPDES General Permit is required, is a rain gauge item included in the EE.
☐	☐	☐	/ /	If new bridge(s) included in contract, Bridge Identification Number (BIN) obtained from Regional Structures Group
☐	☐	☐	/ /	Bridge Level 1 and Level 2 Load Rating and Inventory Form(s) received (if needed)
Construction Management Plan:				
☐	☐	☐	/ /	The submitted CMP is completed and signed. (LPM Appendix 12-3)
☐	☐	☐	/ /	Resumes and NICET certifications for inspection staff are attached.
☐	☐	☐	/ /	Append Quality Assurance (QA) table (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	Append Quality Management Plan (QMP) (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to CMP (LPM Chapter 9.3.1)
☐	☐	☐	/ /	*An Approved CMP is needed before the project can be awarded; however, it should be received before issuing notice to proceed with Advertisement.
Right-of-Way (ROW):				
☐	☐	☐	/ /	Right of Way (ROW) project and property checklists completed and included along with supporting documentation. (LPM Chapter 11)
☐	☐	☐	/ /	ROW Clearance Certificate received and fully signed.
☐	☐	☐	/ /	Table of ROW Acquisition Activities information is acceptable.
☐	☐	☐	/ /	Right of Way notes included in the Plans and the Proposal.
☐	☐	☐	/ /	ROW Acquisition: (Highway Boundary [HB]; Permanent Easement [PE]; Temporary Easement [TE]) limits shown on Plans and labeled with Map/Parcel numbers.
☐	☐	☐	/ /	***No notice to proceed with Advertisement without Right of Way Clearance.**
Consultant				
☐	☐	☐	/ /	Is the Consultant identified on the CMP for construction inspection to be reimbursed with federal/state funds?
☐	☐	☐	/ /	Is there an agreement in place for federal/state reimbursement? If an agreement is not in place, the comment would be 'a Supplemental Agreement with CI costs is needed'. An Agreement is needed for CI prior to granting authorization to advertise for Construction.
Estimate/Financial				
☐	☐	☐	/ /	Itemized estimate is reasonable and broken into appropriate engineering shares.
☐	☐	☐	/ /	Are there non-NYSDOT shares in the estimate?
☐	☐	☐	/ /	Explanation of cost increases adequate on non-capped projects.

	RLPL Review			PIN:
S	Yes	No	Date Resolved	
☐	☐	☐	/ /	EE prices are reasonable: Statewide Bid prices used appropriately, modified for location and project size. https://www.dot.ny.gov/main/business-center/engineering/specifications/pay-item-catalog
☐	☐	☐	/ /	If EE is greater than available capped funds, is assurance granted by agency to fund difference with own funds?
☐	☐	☐	/ /	If Engineer's Estimate is above the programmed amount, a letter is attached, from the project sponsor, acknowledging the cost over and above and that they will provide the additional funding.
☐	☐	☐	/ /	Lump-sum (overhead) items {Engineer's Office, WZTC, Mobilization, FCP, etc} are distributed to all fiscal shares. (NYSDOT HDM Section 21.6.3.2) FCP Item: https://www.dot.ny.gov/portal/page/portal/spec-repository-local/697.030000BM.pdf .
State/Local Agreement				
☐	☐	☐	/ /	Is an SLA needed to include construction?
☐	☐	☐	/ /	Are there additional funds on the STIP?
☐	☐	☐	/ /	If an SLA is needed, date sent to the Sponsor:
☐	☐	☐	/ /	If an SLA is in place, what is the SLA End Date?
☐	☐	☐	/ /	Is a No Cost Time Extension needed (NCTE)? NCTE date sent to Sponsor:

Estimated Costs vs. Programmed Funds **PIN:** _____

	Estimated Costs Per PS&E	Programmed Per STIP/SLA
Construction Total	$	$
Highway Share	$	$
Bridge Share	$	$
FCP item	$	$
Utilities (e.g., Water, Electric...)	$	$
Railroad Force Account	$	$
Betterments	$	$
Consultant Inspection	$	$
Consultant Support	$	$

Comments:

☐ **If Estimated Costs exceed Programmed Costs on a Capped Project, then add appropriate language to review correspondence.** "We note that the estimate for this project is $ _____ and exceeds the amount of (CAPPED) (PPROGRAMMED) funding for this project. Please advise our office acknowledging the (MUNICIPALITY's) intention to fund the cost beyond those capped.'
If this box (above) is checked then this language must be added as a review comment and must be addressed, in writing, before notice to proceed to advertise is sent to the project Sponsor.

Has the notification been received from the Sponsor? ☐ yes ☐ N/A

Signature signifies all comments resolved	
Design:	Environmental:
Right of Way:	Construction:
Traffic & Safety:	CBD/PS&E Review Coordinator:

If there is no need for a Group review, indicate N/A and initial.
When all comments have been resolved, request the obligation/authorization of the construction funds.

OK to issue Notice To Proceed to Advertise.	
Date of Federal Obligation/Authorization:	/ /
Date Notice To Proceed Issued to Sponsor:	/ /

PIN: _____

Note: All items on this page should be completed. Please mark with 'N/A' if item doesn't apply to this project. This sheet was created to ensure that all the necessary group-reviews happened if a project is on or impacts a State Highway. The Permit Engineer (PE) needs to review the plans (not included below). The PE review should happen at ADPs and then again at PS&E for the HWP. It is suggested that the transmittal memo include a line that states "if do not receive a response by (date) it will be taken to mean that there are no review comments."

Regional Review Checklist for Projects on State System:

If the project contains **bicycle/pedestrian access** send plans to Regional **Bike/Ped Coordinator** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments were resolved: / / _____

If the project contains **fiber-optic cable or ITS elements** send to Regional **ITS Coordinator** to review. Refer to Project approval matrix for ITS approval authority by FHWA. (HDM Exhibit 4-3)

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, the **WZTC Plans** should be sent to the **Traffic and Safety Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, and contains **bridge rehab or replacement**, the plans should be sent to the **Regional Structures Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

Is FHWA approval in accordance with the Project Approval Matrix required? (project includes 'special circumstances' e.g.: PODI, POCI, PLA) If so, the construction documents need to be sent to the **FHWA Area Engineer** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all Comments resolved: / / _____

Appendix 12-7
Proposal Cover, Table of Contents, Title Sheet

US CUSTOMARY UNITS

PIN: xxxx.xx

LDXXXXXX
Sponsor Contract No.:

FEDERAL (STATE) AID PROJECT
Submitted in accordance with the Highway Law and the

PROPOSAL

Standard Specifications officially finalized and adopted on (most current date) as posted on New York State Department of Transportation's website.

Proposal Description:
(Title of Project, including BIN)
(Village/Town/City, xxxxxxxxxxx County)

Letting Time and Date: (Time and Date)

Letting Location:
(Sponsor Name)
(Address)

BOOK 1 OF 2

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○ Certification Regarding use of Contract Funds for Lobbying	
○ False Claims Certification	
○ Non-Collusive Bidding Certification (SFL/GML)	
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○ Non-Collusive Bidding Certification – Bidder Information	
○ Reporting Violations of Non-Collusive Bidding Procedures	
○ New York State Office of the Inspector General Hotline	
○ Goals for Equal Employment Opportunity (EEO) Participation	
○ Required Contract Provisions Federal-Aid Construction Contract (FHWA-1273 – Revised May 1, 2012)	
○ Combined Certification Form – By Executing this Document	
• BID BOND	
• ESTIMATE OF QUANTITIES	
• ITEMIZED PROPOSAL	
SECTION 2 - REQUIRED CONTRACT PROVISIONS	
• DBE/MBE/WBE/SDVOB GOALS	
• EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS	
• SUPPLEMENTAL TITLE VI PROVISIONS – Appendix A-1	
SECTION 3 - SUPPLEMENTAL INFORMATION	
• CONR 9 - Supplemental Information Available to Bidders	
• PERMITS	
SECTION 4 - SPECIAL NOTES	
• Location Maps/Landscape Development Notes/Right-of-Way/Funding/Asphalt & Fuel Price Adjustments/Specialty Items etc..	
***SECTION 5 - BEST VALUE SUBMISSION** (if applicable)*	
SECTION 6 - SPECIAL SPECIFICATIONS & REVISIONS TO STANDARD	

SPECIFICATIONS *(and APPENDIX 12-2, if applicable)*	
SECTION 7 - PREVAILING WAGE RATES	
SECTION 8 - SPONSOR CONTRACT AGREEMENT	

LDXXXXXX

PROJECT TITLE SHEET

Sponsor Name
New York

PIN: xxxx.xx
LDXXXXXX
Sponsor Contract No.:
COUNTY(IES):
FEDERAL (STATE) AID PROJECT

Proposal Description: (Title of Project, including BIN, Village/Town/City, xxxxxxxxxxx County)

Deposit Required:

Completion Date:

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

Addenda to Bid Documents: Addenda to the Bid Documents will be published....

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in (indicate location).
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications, (version date), as amended, governs work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal _____% (Federal-Aid Only)

Minority Business Enterprise (MBE) Goal _____% (Non-Federal-Aid Only)

Women's Business Enterprise (WBE) Goal _____% (Non-Federal-Aid Only)

Service-Disabled Veteran-Owned Business (SDVOB) Goal ____% (Non-Federal-Aid Only)

The NYSUCP DBE Directory is located at: https://nysucp.newnycontracts.com/

The NYS M/WBE Directory is located at: https://ny.newnycontracts.com/

The NYS SDVOB Directory is located at: https://online.ogs.ny.gov/SDVOB/search

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION
GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians..... 9.0 to 10.2
Carpenters ..... 27.6 to 32.0
Steam fitters ..... 12.2 to 13.5
Metal lathers..... 24.6 to 25.6
Painters..... 26.0 to 28.6
Operating engineers ..... 25.6 to 26.0
Plumbers ..... 12.0 to 14.5
Iron workers (structural) ..... 25.9 to 32.0
Elevator constructors ..... 5.5 to 6.5
Bricklayers.....13.4 to 15.5
Asbestos workers.....22.8 to 28.0
Roofers .....6.3 to 7.5
Iron workers (ornamental).....22.4 to 23.0
Cement masons.....23.0 to 27.0
Glaziers.....16.0 to 20.0
Plasterers .....15.8 to 18.0
Teamsters.....22.0 to 22.5
Boilermakers .....13.0 to 15.5
All others .....16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%. (43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix 12-8
NYSDOT Shelf Notes

Rev. 03-2024

NYSDOT has compiled Shelf Notes to be included with the Contract Proposal. These can be obtained from the RLPL. The Shelf Notes are updated periodically by NYSDOT.

Name	Date modified
0705-Aviation Cert - Buy America	6/8/2020 11:05 AM
0706-Aviation Cert - Tax Delinquency	6/8/2020 11:08 AM
0707-Aviation Cert - Trade Restrictions	6/8/2020 11:17 AM
0710-Bid Bond	5/14/2019 2:51 PM
0720-DBE Commitment Letter	2/10/2023 3:56 PM
0750-Bid-Ability Survey	1/29/2019 3:46 PM
0760-Encourage Use of NYS Business	1/29/2019 3:47 PM
0775-This Page Intentionally Left Blank	1/29/2019 3:48 PM
0790-Important Bidder Information	1/6/2021 1:40 PM
0800-REQUIRED CONTRACT PROVISIONS (Divi...	2/2/2021 11:49 AM
0801-REQUIRED CONTRACT PROVISIONS-Avia...	2/2/2021 12:08 PM
0820-EEO Participation Goals	2/22/2023 7:25 AM
0821-DBE-MBE-WBE-SDVOB Participation Goals	2/2/2021 11:27 AM
0829-Participation Goals for Response Contracts	2/10/2022 8:25 AM
0850-NYSDOT Electronic Bidding- AASHTOW a...	10/21/2020 9:54 AM
0860-Federal-Aid Construction Contracts FHW...	9/29/2023 8:01 AM
0862-Attachment A-Appalachian Contracts	1/29/2019 3:55 PM
1100-NYS Vendor Responsibility Questionnaire ...	2/27/2023 1:44 PM
1200-Aviation Contract Provisions	3/10/2022 3:02 PM
3400-SPECIAL NOTES (Divider Page)	1/29/2019 3:57 PM
3401-Temp. Lane Closure Restrictions	11/14/2023 2:11 PM

Name	Date modified
3402-Priority Award	6/4/2021 9:47 AM
3404-Project Labor Agreement	10/21/2020 11:44 AM
3405-Response Contract Work	9/22/2023 7:05 AM
3406-JOC Requirements	9/1/2020 7:07 AM
3407-Speed Limit Sign in WZ	9/7/2023 3:16 PM
3408- Portable WZ Camera note	10/18/2023 8:33 AM
3409-AWZSE Notification	7/12/2022 4:17 PM
3410-Goals for EEO Participation-Aviation	10/21/2020 11:39 AM
3412-Diesel Emission Reduction Act (DERA) Re...	10/26/2021 9:22 AM
3413-Hydro-Demolition of Concrete Bridge De...	10/21/2020 11:46 AM
3416-Environmental Product Declarations (EPDs)	12/18/2023 9:12 AM
3418-Slump Adjustment	10/17/2022 3:37 PM
3440-HMA with Crushed Glass	1/29/2019 4:01 PM
3445-Reclaiming Asphalt Shingles	1/29/2019 4:02 PM
3450-Bridge (BIN) Plate	2/23/2023 9:03 AM
3520-Fuel Price Adjustment	9/18/2023 8:42 AM
3530-Asphalt Price Adjustment	9/18/2023 8:42 AM
3550-NYS Thruway Provisions	1/6/2021 1:43 PM
3600-NYS Canal Provisions	11/1/2023 1:07 PM
3610-Subsurface Survey	3/23/2023 11:43 AM
3615-Terrain Data Information	7/18/2023 10:14 AM

Name	Date modified
3710-PROJECT DETAILS (Divider Page)	10/21/2020 11:49 AM
3730-STANDARD SPECIFICATIONS REVISIONS ...	9/30/2022 10:42 AM
3731-Section 106	10/7/2022 9:44 AM
3732-FAA Standard Specifications	8/4/2020 9:20 AM
3736-Section 619 Work Zone Traffic Control	10/7/2022 9:45 AM
3750-SPECIAL SPECIFICATIONS (Divider Page)	1/29/2019 4:05 PM
4000-PREVAILING WAGE RATES (Divider Page)	1/29/2019 4:05 PM
4025-NYS-Wage Rates	1/29/2019 4:06 PM
4050-NYS-Wage Rates Determination	1/29/2019 4:06 PM
PM-2024Jan-V2	12/18/2023 9:16 AM
PMCOV-2024Jan-V2	12/18/2023 9:12 AM

Appendix 12-9
Certification
For Plans, Specifications & Estimate (PS&E)

(On appropriate letterhead)

PIN xxxx.xx
[Name of Project]
[Municipality, County]

I, ***[name of person, PE, RA or RLA], [title], [name of consultant firm or administering agency responsible for plan development]***, the responsible licensed professional for the design of the above-referenced locally administered federal aid project, hereby certify, by signing and affixing my professional stamp below, that to the best of my knowledge and belief:

- the plans have been developed in accordance with applicable design standards and accepted engineering and/or architectural practice,
- the plans are consistent with the Design Approval Document,
- the plans, specifications and estimate reflect all modifications needed to satisfactorily address comments made by appropriate involved agencies (i.e. - NYSDEC, NYCDEP, SHPO, railroads, utility companies, affected municipalities, NYSDOT, etc.),
- the construction specifications are appropriate for this project, and are consistent with **Section 9.3** of Chapter 9 of the manual entitled "Local Projects Manual",
- no specifications call for NYSDOT to provide materials, equipment, labor, inspection, or testing, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that do not impact NHS or State roadways)

OR

- no specifications call for NYSDOT to provide materials, equipment, labor or on-site inspection, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that impact NHS or State roadways)
- and, the estimate accurately reflects the proposed work, is reasonable, and is broken into the appropriate shares.

(Stamp)

_____
Signature of Responsible Designer

_____
Print Name of Responsible Designer

Date: _____

Appendix 12-9 (Rev 9-2021)

AAP 14LL
(5/2021)

Appendix 12-10

DBE COMMITTMENT

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal **% as Stated in the Advertisement**

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. **Total Commitment:**

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:

Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

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Acronyms

ADA	Americans with Disabilities Act	MBE	Minority Business Enterprise
ADP	Advance Detail Plans	M/WBE	Minority and Woman Business Enterprise
A&E	Architectural & Engineering	NYSDOL	New York State Department of Labor
CAM	Construction Administration Manual	NYSUCP	New York State Unified Certification Program
CFR	Code of Federal Regulations	NYSDOT	New York State Department of Transportation
DBE	Disadvantaged Business Enterprise	ODO	New York State Department of Transportation Office of Diversity and Opportunity
EBO	Equitable Business Opportunities	PEO	Presidential Executive Order
EEO	Equal Employment Opportunity	RLO	Responsible Local Official
EI	Engineering Instruction	RLPL	Regional Local Project Liaison
FHWA	Federal Highway Administration	SDVOB	Service-Disabled Veteran-Owned Business
GFE	Good Faith Effort	USDOJ	United States Department of Justice
HDM	Highway Design Manual	USDOL	United States Department of Labor
LEP	Limited English Proficiency	USDOT	United States Department of Transportation
LPM	Local Projects Manual	WBE	Woman- Business Enterprise

NOTE

This chapter has associated appendices and forms at: https://www.dot.ny.gov/plafap

The links for the words **highlighted** throughout this chapter (except LPM chapter references) can be found at the end of this chapter in **Section 13.15 References.**

13.1 INTRODUCTION

This chapter provides an overview of federal and state Civil Rights laws, rules, regulations, and presidential and gubernatorial executive orders for locally administered transportation projects. The New York State Department of Transportation (NYSDOT) policy ensures equal opportunity and prevents discrimination in all its activities. NYSDOT and project sponsors (denoted as "Sponsor[s]" hereafter) share this compliance responsibility in meeting federal and state Civil Rights law requirements on locally administered transportation projects. Various chapters within the Local Projects Manual (LPM), as well as NYSDOT's Standard Specifications, NYSDOT's Manual of Uniform Recordkeeping (MURK) Part 1A Construction Administration Manual (CAM), and the Highway Design Manual (HDM) provide additional Civil Rights functional guidance.

13.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes require recipients[1], including the NYSDOT, of federal financial assistance to ensure that no one is excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color, or national origin in any federally assisted program and activity.

Per **23 CFR 200.9**[2], Sponsors that receive Federal Highway Administration (FHWA) funds through NYSDOT must have a Title VI Program subject to review and approval by NYSDOT. The Title VI Program's purpose is to prohibit discrimination and ensure nondiscrimination through policies, procedures, benefits and services, and regular program reviews. In addition, the Title VI Program requires Sponsors to specify how they will implement their Title VI responsibilities.

NYSDOT is required to perform formal annual compliance reviews of Sponsors receiving federal funds. Sponsors will be required to document their Title VI compliance through a NYSDOT audit review that includes an evaluation of how they administer their overall Title VI Program throughout all program areas.

Sponsors must summarize their efforts regarding how they monitor nondiscrimination in programs and activities that impact the public. The program areas include, but are not limited to:

- Planning
- Environment
- Project Development (Design)
- Right-of-Way

1 The term recipient is used to refer to an entity or entities that directly receive federal financial assistance from the United States Department of Transportation (USDOT) through the Federal Highway Administration (FHWA).

2 The term subrecipient is used to refer to an entity or entities that indirectly receive federal financial assistance from the USDOT through the FHWA. For consistency throughout this Manual, the term Sponsor(s) will be used to refer to subrecipient(s).

- Construction
- Maintenance
- Traffic Safety
- Research
- On-the-Job Training Programs

Sponsors have the option of:

- Adopting by a resolution **Appendices 13-1 through 13-4** of a **Title VI Plan** and applicable procedures, or
- Developing their own Title VI Plan with approval from **NYSDOT's Office of Diversity and Opportunity (ODO).**

Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

13.2.1 Sponsor's Title VI Requirements

A Sponsor's Title VI Plan must have policies and procedures in place to ensure Title VI compliance. These policies include:

- Title VI Assurances (signed and dated),
- Nondiscrimination Policy Statement (signed and dated),
- Title VI Plan (signed and dated) that includes Limited English Proficiency (LEP) Plan,
- Americans with Disabilities Act (ADA) Transition Plan,
- Monitoring/Review Process, Data Collection, and Analysis of participants,
- Designated Title VI Coordinator and an outline of their responsibilities,
- Complaint Form, with applicable processes, procedures, and issue resolution process,
- Public Involvement Plan that includes Public Dissemination of Title VI Information, and
- Schedule of Title VI Training (with recorded dates and target audience).

The Sponsor's overall Title VI Plan (**Appendices 13-1 through 13-4**) must include all of the above areas. Each area must be addressed in its entirety.

Fillable forms for all required policies and procedures can be found on NYSDOT website.

13.2.1.1 Sponsor's Title VI Assurance

The Sponsor's Responsible Local Official (RLO) or designee must have a signed and dated Title VI Assurance in place. The Sponsor must ensure that all programs, policies, procedures, activities, services, and facilities are implemented and operated in a nondiscriminatory manner. Title VI Assurance is a shared responsibility for all involved in delivering federal and state-funded projects.

13.2.1.2 Sponsor's Nondiscrimination Policy Statement

The Sponsor must maintain a current Title VI/Nondiscrimination Policy Statement. The Statement must inform the public of the Sponsor's commitment to nondiscrimination in all programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or low-income status, or limited-English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by the Sponsor or the Sponsor's contractors/subcontractors whether it is federally assisted or not. The policy statement must be signed and dated by the RLO or designee. The Statement must include the following provisions:

- A commitment to the nondiscrimination provisions of Title VI,
- Disseminate Title VI information to the general public and publish where appropriate,
- Ensure Title VI provisions are in all contracts and subcontracts with subcontractors,
- Participate in training offered on Title VI and other nondiscrimination requirements,
- Extend subcontracting opportunities to Disadvantaged Business Enterprises (DBEs),
- Maintain current and accurate records that demonstrate and document Title VI compliance, including collecting racial and ethnic data on persons impacted,
- Appoint a Title VI/Nondiscrimination Coordinator with direct access to the RLO, and
- Develop a complaint process and take affirmative action to correct any deficiencies within a reasonable time.

13.2.1.3 Sponsor's Title VI Plan

Sponsors must develop and maintain a Title VI Plan that documents procedures for complying with Title VI Program requirements. Sponsors may use the Sample Title VI Template (**Appendix 13-1 through 13-4**) or develop their own. Sponsors that develop their template must submit the plan for approval to NYSDOT. The Sponsor must have procedures to review their processes and collect and analyze data.

13.2.1.4 Monitoring and Review Process

Sponsors must develop procedures for identifying and addressing potential discrimination or discriminatory practices within their departments/agencies. The Title VI Plan must include procedures on how the Sponsor's departments/agencies are monitored and reviewed for Title VI

compliance and outline procedures to eliminate and address discrimination and resolve deficiencies when non-compliance occurs. In addition, Sponsors administering federal and state aid contracts must monitor prime contractors, subcontractors, consultants, and sub-consultants for Title VI compliance.

13.2.1.5 Data Collection and Analysis

Sponsors must develop procedures for collecting statistical data (race, color, national origin, and sex) of participants in and beneficiaries of the Sponsor's programs. Collecting data helps New York State identify and prioritize problem areas and evaluate policies and programs' effectiveness to ensure nondiscrimination. The Title VI Plan must describe how the Sponsor plans to collect Title VI-related data on an ongoing basis.

13.3 LIMITED ENGLISH PROFICIENCY (LEP)

Presidential Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency" contains two significant components. The first component is designed to improve enforcement and implementation of Title VI obligation to prohibit discrimination based on national origin. The obligation based on national origin includes prohibiting recipients (NYSDOT) and sub-recipients (Sponsors) of federal financial assistance from discriminating against individuals for whom English is not their first language by failing to provide meaningful access to services, programs, and activities for individuals who have LEP.

The second component requires all federal agencies to meet the same standards as federal financial assistance recipients and Sponsors in providing meaningful access for LEP individuals to federally funded programs. Sponsors and the federal government, based on available resources, must provide materials in other languages or interpreters at meetings when individuals have LEP.

Sponsors should consider the following measures to implement LEP strategies:

- Written translation of the Sponsor's vital documents,
- Language Implementation Plan,
- Bilingual staff for translation,
- Language needs assessments or efforts which consider:
- The number or proportion of LEP persons in the eligible service population,
- The frequency in which LEP individuals encounter the Sponsor's programs or activities, and
- The Program's importance, activity, or services provided by the Sponsor.

Outreach materials, including public meetings/hearings and announcements, *must* be available in languages the affected population understands. Public meetings and hearings should be held at both geographically and structurally accessible facilities. Efforts should be made to schedule public meetings and hearings that do not conflict with the impacted communities' work schedules

and should be held in facilities easily accessible by public transportation. Public meetings and hearing announcements should indicate that accommodations, to the extent possible, will be provided for individuals with disabilities and populations with LEP. If requested, spoken and sign language interpreters and alternately formatted materials should be provided at no cost.

Outreach materials, including public meeting/hearing announcements, *must* be available in languages the affected population understands.

13.4 ENVIRONMENTAL JUSTICE

Presidential Executive Order (EO) No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," directs each federal agency to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States. **Title 23 CFR 450** requires States and Metropolitan Planning Organizations to seek out and consider the needs of those traditionally underserved by existing transportation systems, including, but not limited to, low-income and minority households. There are three fundamental environmental justice principles:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health or environmental effects, including social and economic impacts, on minority populations and low-income populations.
2. To ensure all potentially affected communities' full and fair participation in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

13.5 THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT (ADA)

As amended, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any federally assisted program or activity. **Section 504**, codified in **49 CFR Part 27,** prohibits discrimination based on an individual's disability in transportation-funded programs, activities, and services receiving or benefiting from federal financial assistance from the USDOT via FHWA.

The Americans with Disabilities Act (ADA, 1990) is a broader civil rights statute that prohibits discrimination against people with disabilities in all areas of public life regardless of funding source. **Title II, 28 CFR Part 35** of the ADA pertains explicitly to state and local governments.

Sponsors must implement the following as part of their oversight responsibilities:

- Ensure that all departments are informed of their responsibilities to provide accessibility in their activities, programs, services, and facilities (i.e., department's public rights-of-way).
- Have a designated 504/ADA Coordinator responsible for coordinating Section 504/ADA compliance with all departments.
- Ensure the Sponsor and its sub-recipients apply appropriate accessibility standards to their transportation facilities as defined in NYSDOT's HDM.
- Ensure all complaints filed under Section 504 and/or the ADA are processed following established complaint procedures.
- Ensure that information in electronic format is accessible to people with disabilities.
- Provide public notice of the Sponsor's ADA provisions.
- Conduct self-evaluations.
- Ensure their ADA Transition Plan is in place and updated, as noted in their ADA Transition Plan. See **Section 13.5.3: ADA Transition Plan.**

The Sponsor must have a Designated ADA Coordinator .

13.5.1 Nondiscrimination

Title 49 CFR 27.7 requires a Sponsor's programs or activities that receive federal financial assistance when providing aid, benefits, services, activities, and public facilities to be accessible to persons with disabilities. The ADA requires public facilities and programs to be accessible regardless of the funding source. The Act also requires effective communication with persons with disabilities when Sponsors respond to their requests. Communication venues and media (public meetings, announcements, and publicity) must all be accessible. During project development, any public meetings or outreach shall comply with Title 49 requirements.

Regardless of where the funding comes from, all public facilities and programs must be accessible, per the ADA.

13.5.2 Self-Evaluation

Title 28 CFR 35.105 is the U.S. Department of Justice (USDOJ) Title II regulation that requires public entities, even if they do not receive federal funds, to evaluate their current policies, practices, programs, services, and activities and to make the self-evaluation available for public comment. In addition, the ADA Transition Plan Checklist, which can be found in **Appendix 13-2**, maybe used for self-evaluations.

Title 49 CFR 27.11 requires recipients (NYSDOT) and subrecipients (Sponsors) to conduct self-evaluations of policies, programs, practices, services, and activities for compliance with the ADA.

Self-evaluations are critical to improving your agency's processes.

13.5.3 ADA Transition Plan

Title 28 CFR 35.150(d)(1) requires "a public entity that employs 50 or more persons" to prepare an ADA Transition Plan identifying non-compliant pedestrian routes and facilities in the municipal Sponsor's public right-of-way. ADA Transition Plans shall include a plan and schedule for corrective action. Failure to create and maintain an ADA Transition Plan may result in an entity's ineligibility to receive federal funds.

If a public entity employs fewer than 50 persons, the entity needs to only conduct self-evaluations (see **Section 13.5.2**).

The ADA Transition Plan should include detailed information about the condition of the Sponsor's pedestrian-accessible route network, a list of the physical barriers that limit accessibility to its programs, activities, or pedestrian facilities, and the schedule to correct any non-compliance; this should include identifying the party responsible for implementing the corrective action to ensure all Sponsor facilities are accessible to individuals with disabilities. The Sponsor shall provide an opportunity for interested persons or organizations to participate in the development of the transition plan and a copy of the plan shall be made available for public inspection. For more information, refer to **28 CFR 35.150(d)(1), (3)(i-iv).**

The ADA Transition Plan Checklist (found in **Appendix 13-2**), the ADA Transition Plan (found in **Appendix 13-3**), and the ADA Proposed Work Plan and Schedule (found in **Appendix 13-4**, which are fillable forms) were developed to assist Sponsors in implementing their ADA Transition Plans. In addition, Sponsors are strongly encouraged to use the ADA Transition Plan Checklist located in Appendix 13-2 as a guide when preparing their own ADA Transition Plan.

NYSDOT has its own **ADA Transition Plan**, which includes an inventory of sidewalks and curb ramps alongside state-owned transportation infrastructure and a rating for accessibility of each. NYSDOT continues to update this inventory as it completes capital work at these locations and periodically refreshes the statewide list.

NYSDOT may construct sidewalks, curbs, and curb ramps alongside State highways located in Villages (**NYS Highway Law, Article 3, Section 46**), Towns (**NYS Highway Law Section 140**), and Cities (**NYS Highway Law, Article 12-B, Section 349-c**); however, under the statutory provisions granting NYSDOT such authority, respective Villages, Towns, and Cities are responsible for repairing and maintaining sidewalks, curbs, and curb ramps in their respective municipality. Maintenance includes both preventive and corrective maintenance. For further information, consult the applicable Highway Law Sections provided below.

When NYSDOT alters a State highway that provides pedestrian access, NYSDOT must design and construct the State highway in such a manner that a barrier to the usability of the streets by a protected class (individuals with disabilities) is not created or retained. See **28 CFR 35.150,**

35.151(b), 35.151(i). If NYSDOT does not alter the State highway, it remains the municipality's legal responsibility to comply with applicable ADA accessibility requirements.

A Sponsor's ADA Transition Plan shall include a list of locations with physical barriers that limit the accessibility of programs, activities, or services within its jurisdiction, including those identified alongside State highways. However, to ensure a clear understanding of anticipated and upcoming NYSDOT capital work, municipalities should discuss the State inventory and NYSDOT plans with the Regional Local Project Liaison (RLPL).

The Sponsor's completed ADA Transition Plan must be made available for public comment. For more information regarding ADA Transition Plans, contact the RLPL.

13.5.4 Design and Construction

Sponsors must comply with ADA accessibility standards for all facilities they construct, maintain, monitor, or upgrade. Compliance applies to all projects classified as new construction, reconstruction, rehabilitation, resurfacing, or repair, as well as any work undertaken by the Sponsor's forces. Therefore, access to existing and proposed pedestrian facilities in a public right-of-way must be provided. The applicability of design and construction standards is in **Chapter 9** of this manual.

The USDOJ and the FHWA clarified in the **2013 DOJ/DOT Joint Technical Assistance Informal Guidance Document** that "pavement alteration" activities require a Sponsor to address curb ramp compliance and distinguish between "pavement maintenance" activities that do not require such compliance. This guidance further clarifies this requirement stating that whenever a "pavement alteration" is made to a street, roadway, or highway, curb ramps must be provided at locations where curbs or other barriers restrict access to sidewalks or other pedestrian walkways. Examples of "pavement alterations" include:

- additions of new asphalt layers,
- in-place recycling,
- micro-surfacing/thin lift,
- mill and fill overlays,
- open-graded surface courses,
- cape seals,
- resurfacing,
- new construction,
- rehabilitation, and
- reconstruction.

Curb ramps and detectable warnings must be installed before or during the "pavement alteration" project.

Examples of "pavement maintenance" include:

- crack filling and sealing,
- surface sealing,
- chip seals,
- slurry seals,
- fog seals,
- scrub seals,
- joint crack seals,
- dowel bar retrofits,
- spot locations of high-friction surface treatments,
- diamond grinding, or
- pavement patching.

Structural changes to existing conditions must be clearly documented that they meet ADA standards.

See NYSDOT HDM Chapters 2, 7, and 18 and the DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental for additional guidance.

13.6 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Federal Aid Highway Act of 1968 (23 USC 140(a) and 23 CFR 230) ensures nondiscrimination in employment based on race, color, religion, sex, or national origin on any federally aided projects. Sponsors are required to include EEO provisions in all their federal aid construction contracts by physically including Form FHWA 1273, **Required Contract Provisions Federal Aid Construction Contract** in the contract proposal. EEO requirements are included in **Appendix 12-1**, **Chapter 14**, and **Chapter 15**.

Sponsors must identify employment goals for each specific contract; see **Chapter 12**. These goals are included in **Appendix 12-1**, which is included in the contract proposal. Contractors are required to submit workforce data to Sponsors during the performance of their construction contracts. Employees and work hours must be entered weekly in NYSDOT's civil rights reporting software **Equitable Business Opportunity (EBO)**. Sponsors must review EBO and compare the EEO Workforce Utilization Report to the certified payroll system. EEO goals and attainments are also monitored by both the RLPL and Sponsor. When the EEO goals are not met, the Contractor must provide Good Faith Effort (GFE) documentation to the Sponsor. GFE are action-oriented steps taken to show that all concrete, tangible, result-oriented efforts were exhausted through all reasonable means to comply with affirmative action hiring of the contract EEO goals.

Minority and female workforce participation goals must be maintained on a month-to-month basis or GFE needs to be provided.

13.7 APPRENTICESHIP AND TRAINING PROGRAMS

Training is a Civil Rights activity that may address the under-utilization of minorities, females, and economically-disadvantaged persons in highway construction and engineering contracts. The Sponsor must include **Item 691 Training and Apprenticeship Requirements** if the construction cost is estimated above $5 million. If the construction cost is below $5 million and there is an opportunity for training, the 691 Training items can be included.

An apprenticeship training program must be registered with the **NYS Department of Labor (NYSDOL)** and approved by NYSDOT. Only FHWA-approved On-the-Job Training programs or NYSDOL/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review process and approval process are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate training program activities with their RLPL.

The training item can be waived if all parties agree that the project has no meaningful and effective training.

Per EI 21-014, training requirements may be waived. If the construction cost is below $5 million, the Sponsor may submit a waiver request, which must be documented in the PS&E submission.

13.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Title 49 CFR 26.45 requires NYSDOT to submit a programmatic **DBE Plan** to the USDOT. Therefore, Sponsors must use NYSDOT's approved DBE Plan.

Only firms certified through the New York State Unified Certification Program (NYSUCP) as DBEs may be used to accomplish DBE participation goals set on federal aid contracts. The **NYSUCP DBE Directory** is the sole resource for identifying DBEs. Firms not certified as DBEs may apply for certification online with any of the four Certifying Partners listed on the Directory's home page. NYSDOT's DBE Certification Unit assists with **DBE Certification**. NYSDOT does not pre-qualify nor recommend firms for participation.

DBE firms must be certified at the time of project award.

13.8.1 DBE Contract Requirements / Establishing DBE Goals

13.8.1.1 Consultant and Professional Services

13.8.1.1.1 Architectural & Engineering (A&E) Consultant Contracts

All federally aided A&E consultant contracts must encourage DBE participation. The RLO's Project Manager or designee shall monitor DBE participation as the project progresses. The prime consultant shall report attainment data to the Sponsor each time a payment request is submitted using EBO. For more information about consultant selection procedures, see **LPM Chapter 6**.

13.8.1.1.2 Non-Architectural & Engineering (Non-A&E) Consultant Contracts

For non-A&E contracts such as real estate, legal, accounting, auditing, and public relations, the Sponsor, in coordination with the RLPL and NYSDOT's Office of Diversity and Opportunity (ODO), will determine the DBE goal during the final stages of drafting the Request for Proposals. This goal is based on the value of the contract, the type of work involved that could be subcontracted, and the availability of DBE to accomplish the work. Payment data shall be reported by the prime consultant to the Sponsor, utilizing the EBO system each time a payment is made.

13.8.1.2 Construction Contracts

The Sponsor or their designee will ensure that the construction contract includes participation goals in accordance with NYSDOT's current **DBE Program Plan**. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. To set the DBE goal, use the following documents:

- Table of Construction Contract Groups,
- Multi-Regional (Market Area) Map,
- Baseline DBE Goal Selection Chart, and
- The assessment portion of the Construction Contract DBE Goal Assessment Form.

These forms and instructions can be found on **NYSDOT's Civil Rights website**.

13.8.2 DBE Goal Assessment Process

The Sponsor may request a modification of the DBE goal. To implement a modification to the DBE goal to either increase, reduce, or be exempt during final design, the Sponsor is required to complete the DBE Goal Assessment Form. For example, increases might be appropriate for those projects with additional opportunities for DBE participation due to the project's variety of operations or magnitude. Conversely, a reduction or exemption could be sought for projects with no significant DBE participation opportunities, perhaps due to being specialized in nature with few pay items. The Sponsor must submit the **DBE Goal Assessment Form** to the RLPL before contract document review and approval, but preferably after authorization of Detailed Design. Refer to **HDM Chapter 21**, "Contract Plans, Specifications, and Estimates," or **NYSDOT's Civil Rights website**.

Approved revisions to the DBE goal must be included in the project's advertisement, contract proposal, and contract (see **LPM Chapter 14** for guidance).

A DBE goal assessment must be performed at ADP to ensure the goals are appropriate to the project.

13.8.3 DBE Goal and Good Faith Efforts (GFE) Documentation

The Sponsor or their designee must set the goal, monitor, and report on a contract's DBE participation. If the goal is not met, the Sponsor must collect documentation of good faith efforts demonstrated by the contractor. Further details on setting DBE goals can be found in **LPM Chapter 12**; details on GFE documentation can be found in **LPM Chapter 14** and **LPM Chapter 15** and **NYSDOT's MURK Part 1A CAM Section 102-12**.

Sponsors must work with NYSDOT staff to ensure data and process quality throughout the project delivery and construction processes. In addition, NYSDOT requires civil rights reporting through the EBO software to monitor construction contract payments, DBE goals, DBE commitments, and DBE attainments. Further details on EBO can be found in **LPM Chapter 14**.

GFE must show concrete, tangible, result-oriented efforts were taken to meet the goal.

13.8.4 NYS Executive Order 162 Ensuring Pay Equity

NYS EO 162, Ensuring Pay Equity by State Contractors" issued in January 2017, is intended to help assure State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed. Refer to **Standard Specifications §107-16** and **LPM Chapter 15** for more information.

This reporting requirement applies to every individual who is paid in conjunction with the contract.

13.9 PROMPT PAYMENT

The Sponsor is responsible for ensuring all consultants and contractors comply with the prompt payment contract requirements in **49 CFR 26.29**. These requirements must be included in the Sponsor's contract specifications. In addition, the Sponsor is responsible for quality control monitoring of prompt payments using EBO, with the RLPL providing quality assurance monitoring and enforcement.

While **49 CFR 26.29** requires payment to subcontractors within thirty (30) days, New York State and General Municipal Laws are more stringent. Specifically, **NYS Finance Law Article 9, Section 139-f(2)**, and **NYS General Municipal Law, Article 5-A, Section 106-b(2)** require prime consultants and contractors to pay their subconsultants/contractors and their various vendors within seven (7) calendar days of receipt of payment from the public owner. Refer to **Standard Specifications 109-07** and **LPM Chapter 15** for more information.

The Sponsor may withhold future payment to the Contractor, per their Contract, until prompt payment issues are resolved by the Contractor.

13.10 FEDERAL REPORTING REQUIREMENTS

Consultants and contractors must submit data to Sponsors using NYSDOT's Civil Rights reporting software, EBO. Sponsors are required to ensure that consultants and contractors submit timely, accurate, and complete data. It enables NYSDOT to submit to the FHWA timely, accurate, and complete federal reports that include all federally aided contracts in New York State. A Sponsor's failure to ensure timely, accurate, and complete reporting of Civil Rights data may result in a loss or delay of federal aid. All data must be entered before final project acceptance by the Sponsor.

13.11 CONTRACT COMPLIANCE REVIEWS

Sponsors must conduct Civil Rights monitoring on all construction contracts. In addition, the Sponsor may be directed to perform a comprehensive construction contract compliance review per **23 CFR 230 Subpart D**. The procedure and forms for the construction contract compliance review process are in **NYSDOT's MURK Part 1A CAM Section 98**.

NYSDOT's ODO annually completes a compliance review of Sponsors who were recipients of federal aid. The ODO analysts will contact the Sponsor via telephone and follow up with a letter. In addition, the appropriate RLPL will be provided with additional information on the review. Compliance Reviews not only cover a specific project but evaluate the Sponsor's internal compliance processes and procedures.

13.12 FINAL REPORTS—CONTRACT CLOSE-OUT

Sponsors must ensure that all required Civil Rights data for federally funded and state-funded projects are in EBO before the State-Local Agreement's close-out. Failure to provide timely, accurate, and complete data may jeopardize reimbursement and future aid.

13.13 CIVIL RIGHTS REQUIREMENTS ON STATE-FUNDED (NON-FEDERAL AID) PROJECTS

13.13.1 Minority and Women-Owned Business Enterprises (M/WBE) Program and Service-Disabled Veteran-Owned Business (SDVOB) Program

The requirements of **New York State Executive Law Article 15-A, Article 3 of the Veteran Services Law,** and the regulations promulgated under **5 NYCRR 140-145** and **9 NYCRR 252.2** apply to all state-funded projects. Sponsors shall comply with these laws, rules, regulations, gubernatorial executive orders, and the **M/WBE and SDVOB Program** requirements.

All contracts entered into by the Sponsor in furtherance of state-issued, non-federally aided funds must be assessed to determine appropriate M/WBE/SDVOB goals derived from NYSDOT's Agency M/WBE and SDVOB Goal Plans. For detailed information on goal setting, Goal

Assessment, Good Faith Effort Documentation, and Goal Waiver Requests for M/WBE see **Appendix 13-5**; for SDVOB, see **Appendix 13-6**; and for GFE, see **Appendix 13-7**.

13.14 NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

By signing the State-Local Agreement, the Sponsor becomes contractually obligated to ensure all federal and state Civil Rights laws, rules, regulations, and federal and state executive orders are adhered to in contracts with its consultants and contractors. Failure by the Sponsor to carry out its responsibilities under and comply with federal and state civil rights requirements may result in a loss of federal or state aid.

13.15 REFERENCES, CHAPTER 13.0 CIVIL RIGHTS REQUIREMENTS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
23 USC § 140(a), Nondiscrimination	https://www.govinfo.gov/content/pkg/USCODE-1995-title23/html/USCODE-1995-title23-chap1-sec140.htm
42 USC § 2000d, Title VI of the Civil Rights Act	https://www.govinfo.gov/content/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap21-subchapV.pdf
23 CFR § 200.9, State Highway Agency Responsibilities	https://www.govinfo.gov/content/pkg/CFR-2008-title23-vol1/xml/CFR-2008-title23-vol1-sec200-9.xml
23 CFR § 230, External Federal Highway Programs	https://www.govinfo.gov/content/pkg/CFR-1999-title23-vol1/xml/CFR-1999-title23-vol1-part230.xml
23 CFR § 230.111, Implementation of Special Requirements for the Provision of On-the-Job Training	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec230-111.xml
23 CFR § 450, Planning Assistance and Standards	https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/xml/CFR-2004-title23-vol1-part450.xml
28 CFR § 35.105, Self-evaluation	https://www.govinfo.gov/content/pkg/CFR-2011-title28-vol1/xml/CFR-2011-title28-vol1-sec35-105.xml
28 CFR § 35.150(d)(1), Transition Plan	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-150.xml
28 CFR § 35.151, New Construction & Alterations	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-151.xml
49 CFR § 26, Disadvantaged Business Enterprises (DBE)	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml
49 CFR § 26.29, What prompt payment mechanisms must recipients have?	https://www.govinfo.gov/content/pkg/CFR-1999-title49-vol1/xml/CFR-1999-title49-vol1-sec26-29.xml
49 CFR § 26.45, How do recipients set overall goals?	https://www.govinfo.gov/content/pkg/CFR-2009-title49-vol1/xml/CFR-2009-title49-vol1-sec26-45.xml
49 CFR § 27.7, Discrimination Prohibited	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-sec27-7.xml
49 CFR § 27.11, Remedial and Voluntary Actions and Compliance Planning	https://www.govinfo.gov/content/pkg/CFR-1998-title49-vol1/xml/CFR-1998-title49-vol1-sec27-11.xml

TITLE	LINK
Title VI of the Civil Rights Act of 1964	https://www.fhwa.dot.gov/civilrights/programs/title_vi
FEDERAL LAWS & REGULATIONS	
The Federal Aid Highway Act of 1968	https://www.govinfo.gov/content/pkg/STATUTE-82/pdf/STATUTE-82-Pg815.pdf
Section 504 of the 1973 Rehabilitation Act	https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973
Americans with Disabilities Act of 1990 (ADA)	https://www.ada.gov/ada_intro.htm
Presidential Executive Order (EO) 12898	https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
Presidential Executive Order (EO) 13166	https://www.justice.gov/crt/executive-order-13166
STATE LAWS & REGULATIONS	
5 NYCRR 140-145, M/WBE Program	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
9 NYCRR 252.2, SDVOB Program	https://govt.westlaw.com/nycrr/Document/Ie8529745221211e4a6bf0000845b8d3e?listSource=Search&contextData=%28sc.Search%29&list=NYREGULATION_PUBLICVIEW&rank=5&transitionType=Default
Veteran services Law Article 3, SDVOB	https://law.justia.com/codes/new-york/2022/vet/article-3/
NYS Executive Law Article 17-B, SDVOB Program	https://portal.nyserda.ny.gov/servlet/servlet.FileDownload?file=00Pt0000004FykREAS
NYS Executive Order 162, Ensuring Pay Equity	https://www.governor.ny.gov/sites/default/files/atoms/files/EO_162.pdf
NYS Highway Law, Article 3, § 46, State Highways in Villages	https://www.nysenate.gov/legislation/laws/HAY/46
NYS Highway Law, Article 3 § 140, State Highways in Towns	https://codes.findlaw.com/ny/highway-law/hay-sect-140.html
NYS Highway Law, Article 12-B, § 349-C, State Highways in Cities	https://www.nysenate.gov/legislation/laws/HAY/349-C
NYS Finance Law, Article 9, § 139-f(2), Payment on Public Work Projects	Legislation | NY State Senate (nysenate.gov)

TITLE	LINK
NYS General Municipal Law, Article 5-A, Section 106-b, Payment on Public Works Projects	https://www.nysenate.gov/legislation/laws/GMU/106-B
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
ADA Transition Plan	https://www.dot.ny.gov/programs/adamanagement/ada-transition-plan
DBE Certification Program	https://www.dot.ny.gov/main/business-center/civil-rights/general-info/dbe-certification
NYSDOT Contract Administration Manual, Section 98	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a\
NYSDOT Standard Specifications	https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2022_1_specs_usc_vol1.pdf
NYSDOT Highway Design Manual, Chapter 21	https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-21
NYSDOT DBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/DBE%20Program%20Plan%202019%20Final%20%20121719.pdf
NYSDOT's M/WBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
NYSDOT's SDVOB Plan	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
NYSDOT Title VI Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
NYSDOT Engineering Instruction, EI 21-014	https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=13988
Title VI Nondiscrimination Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
ADDITIONAL RESOURCES	
DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental	https://www.ada.gov/doj-fhwa-ta-supplement-2015.html
The NYSUCP DBE Directory	https://nysucp.newnycontracts.com/

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

APPENDICES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

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TITLE VI PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Note: Wherever the terms "Name of Municipality," "Municipality name," "Municipality's," and "Municipality" occur throughout this document, it refers to the Sponsor indicated on this Cover Page.

Appendix 13-1: Standard Title VI/Non-Discrimination Assurances

The ***Municipality*** (herein referred to as the "Municipality"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the US Department of Transportation (DOT), through the ***New York State Department of Transportation (NYSDOT)***, is subject to and will comply with the following:

Statutory/Regulatory Authorities

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252) (prohibits discrimination on the basis of race, color, or national origin).

- 49 CFR Part 21 (entitled Nondiscrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act Of 1964.)
- 28 CFR Section 50.3 (US Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policies, memoranda, and/or guidance, the Municipality hereby gives assurance that it will promptly take any measures necessary to ensure that:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the NYSDOT."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general assurances, the Municipality agrees with and gives the following Assurances with respect to its Federally assisted (Name of Appropriate Program):

1. The Municipality agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Municipality will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all (**Insert Name of Appropriate Program**) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Municipality**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Municipality will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Municipality will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Municipality.

5. The Municipality receives Federal financial assistance to construct a facility or part of a facility; the assurance will extend to the entire facility and facilities operated in connection therewith.

6. Where the Municipality receives Federal financial assistance in the form of the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

7. The Municipality will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Municipality with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and,

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. This Assurance obligates the Municipality for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the Municipality or any transferee for the longer of the following periods:

    a. The period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits; or

    b. The period during which the Municipality retains ownership or possession of the property.

9. The Municipality will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Municipality agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***Municipality*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the NYSDOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews and/or complaint investigations conducted by NYSDOT. You must keep records, and reports and submit the material for review upon request to NYSDOT or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements prescribed by law or detailed in program guidance.

The ***Municipality*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the US Department of Transportation under the **(Insert Name of Appropriate Program)**. This ASSURANCE is binding on the ***Municipality,*** other recipients, sub-recipients, sub-grantees, contractors, subcontractors, and their subcontractors, transferees, successors in interest, and any other participants in the **(Insert Name of Appropriate Program)**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Municipality.

_____

(Name of Municipality)

_____

(Print Name)

by _____

(Signature of Responsible Local Official or designee)

DATED _____

Appendix 13-1: Title VI Nondiscrimination Policy Statement

It is the ***Municipality's*** (herein referred to as the "Municipality"), policy to prevent and eliminate discrimination in all its operations and services as well as all aspects of employment. All Departments, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, color, or national origin.

This policy fully incorporates throughout all of ***the Municipality's*** operations the requirements of applicable State and Federal laws, and executive orders to prohibit discriminatory practices, procedures, and policies. All administrators, managers, supervisors, and employees are directed to comply with these laws and orders.

The ***Municipality*** is committed to maintaining an agency that recognizes and values every person's inherent worth and dignity; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach their own potential.

This policy will be placed on all of the ***Municipality's*** bulletin boards and made available to all organizations and entities doing business with the ***Municipality***. Any complaints involving allegations of discrimination should be sent to **Municipal Title VI Coordinator Name**, including contact information.

Related Policy and Authoritative Sources

New York State Laws

- **New York State Human Rights Law Article 15 (1945)** – Guarantees Nondiscrimination in the State of New York on the basis of race, creed, color, national origin, sex, marital status, age, disability, and or sexual orientation.
- **New York State Law Article 15-A (1988) -** An act to amend the executive law and the state finance law in relation to participation by minority group members and women with respect to state contracts.
- **New York State Law Article 17-B (2014)** – An Act to amend the executive law to expand opportunities for service-disabled veteran-owned business enterprises.
- **Sexual Orientation Non-Discrimination Act (2003)** – This Act amends the Executive Law to include sexual orientation.

New York State Executive Orders

- **Executive Order 2** – authorized the continuation of certain prior Executive Orders related to equal opportunity and Nondiscrimination in all State programs.
- **Executive Order No. 6** – Insures equal employment opportunities for minorities, women, disabled persons, and Vietnam-era Veterans in State government. The order clarifies and expands the President of the Civil Service Commission's power and the Governor's

Executive Committee for Affirmative Action to ensure that agencies develop and implement effective affirmative action plans.

- **Executive Order 162 –** assures that State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed.

Federal Laws and Executive Orders

- **Civil Rights Act of 1964** – Prevents discrimination in federally assisted programs; provides relief against discrimination in public accommodations; protects constitutional rights in public facilities and public education; enforces the constitutional right to vote. Title VI – prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. Title VII, as amended by the Equal Employment Opportunity Act of 1972 – Makes it unlawful to discriminate in employment practices on the basis of race, color, religion, sex, or national origin.
- **Section 503 of the Rehabilitation Act of 1973** – Prohibits discrimination on the basis of physical or mental disability in every federally assisted program or activity in the country.
- **Age Discrimination Act of 1975 –** Prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- **Civil Rights Restoration Act of 1988 –** Specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in a program or activity that receives federal funding. It applies to all federal laws.
- **Americans with Disabilities Act (ADA) of 1990 –** Federal Law prohibiting discrimination against people with disabilities in employment, public access to services, transportation, public accommodations, and telecommunications services.
- **Civil Rights Act of 1991 –** Provides appropriate remedies for intentional discrimination and unlawful harassment in the workplace; codifies the concepts of "business necessity" and "job-related," confirms statutory authority, and provides statutory guidelines for the adjudication of disparate impact suits under Title VII of the Civil Rights Act of 1964; expands the scope of relevant civil rights statutes in order to provide adequate protection to victims of discrimination. The Act provides compensatory and punitive damages and jury trials in sex, religion, and disability bias cases.
- **Executive Order No. 162** – Ensures fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
- **Executive Order No. 11246** – Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of race, color, religion, or national origin. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.

- **Executive Order No. 12898** - Seek to avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations, and to ensure full and fair participation by all potentially affected communities in the transportation decision-making process. Further, it directs recipients of federal funds to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States.
- **Executive Order No. 11375** - Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of sex. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.
- **Executive Order No. 13166** - Prohibits discrimination based on national origin federal agencies, recipients and subrecipients of federal financial assistance.

_____

(Print Name)

_____ _____

(Responsible Local Official or designee) *(Date)*

Appendix 13-1: APPENDIX A, For Contractors, Subcontractors, Suppliers, and Manufacturers

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the US Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**: The contractor, with regard to the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices, when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part *21*.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Municipality or the **(Insert Title of Modal Operating Administration)** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Municipality or the **(Insert Title of Modal Operating Administration)**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Municipality will impose such contract sanctions as it or the **(Insert Title of Modal Operating Administration)** may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Canceling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Municipality, or the **(Insert Title of Modal Operating Administration)** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request **the *Municipality*** enter into such litigation to protect the interests of the **the *Municipality*** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix 13-1: APPENDIX B, Clauses for Deeds Transferring United Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the US Department of Transportation as authorized by law and upon the condition that the ***Municipality*** will accept title to the lands and maintain the project constructed thereon in accordance with **(Insert Name of Appropriate Legislative Authority)**, the Regulations for the Administration of **(Insert Name of Appropriate Program)**, and the policies and procedures prescribed by the **(Insert Title of Modal Operating Administration)** of the US Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the US Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ***Municipality*** all the right, title and interest of the US Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the ***Municipality*** and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the ***Municipality***, its successors and assigns.

The ***Municipality***, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the ***Municipality*** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally-assisted programs of the US Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US Department of Transportation and its assigns as such interest existed prior to this instruction].*

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***Municipality*** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event, facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, *the* ***Municipality*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of a breach of any of the above Nondiscrimination covenants, the ***Municipality*** will have the right to enter or re-enter the lands and facilities thereon. The above-described lands and facilities will thereupon revert to and vest in and become the absolute property of the **(Insert Title of Recipient)** and its assigns. *

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX D, Clauses in the Event of a Breach of Any of the Above Nondiscrimination Covenants

CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ***Municipality*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of a breach of any of the above Nondiscrimination covenants, (***Municipality)*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued*.

C. With respect to deeds, in the event of a breach of any of the above Non-discrimination covenants, (***Municipality)*** will thereupon revert to and vest in and become the absolute property of ***(Municipality)*** and its assigns*.

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX E, Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects),
- Federal-Aid Highway Act of 1973, (23 USC § 324 *et seq.),* (prohibits discrimination on the basis of sex),
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27,
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.),* (prohibits discrimination on the basis of age),
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex),
- The Civil Rights Restoration Act of 1987 (PL 100-259) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not),
- Titles II and III of the Americans with Disabilities Act, prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex),
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations,
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, provides that national origin discrimination includes discrimination based on an individual's limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100),

- AS AMENDED, Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in education programs or activities (20 USC 1681 et seq).

Appendix 13-1: Limited English Proficiency (LEP) Plan

NAME OF MUNICIPALITY

Optional: Attach Organization Seal or Logo Here

_____

(Print Name)

Signed by: _____

(Select Official)

Date:

E-Mail Address:

Telephone Number:

Limited English Proficiency (LEP)

This Limited English Proficiency Plan has been prepared to address the **(Insert Name of Municipality)** (herein referred to as the "Municipality"), and its' responsibilities as a subrecipient of federal financial assistance related to the needs of individuals with limited English proficiency. The Plan has been prepared according to Title VI of the Civil Rights Act of 1964, 42 USC 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination based on race, color, or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency,* states that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination covered under Title VI. It directs each federal agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NYSDOT), clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and extends to its sub-recipients.

Plan Summary

The ***Municipality*** has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the Municipality. As defined by Executive Order 13166, LEP persons do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, how assistance may be provided, staff training required, and notification to LEP persons regarding assistance availability. For detailed guidance regarding LEP, see **NYSDOT's LEP Plan**.

In order to prepare this plan, the ***Municipality*** used the Federal Highway Administration (FHWA) Four-Factor LEP analysis:

1. The number or proportion of LEP persons in the service area whom the the ***Municipality*** may serve.
2. The frequency with which LEP persons come in contact with the ***Municipality*** services.
3. The nature and importance of services provided by the ***Municipality*** to the LEP population.
4. The interpretation services available to the ***Municipality*** and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section.

Meaningful Access: Four-Factor Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to require *Municipality* services

The ***Municipality*** staff reviewed the American Community Survey 5-Year Estimates for New York State and determined that:

a. _____ individuals in ***Municipality*** service area comprising _____% of the population] speak a language other than English,

b. Of those, _____ individuals have limited English proficiency; that is, they speak English less than "very well" or "not at all." It is only _____% of the overall population in the service area,

c. In the (Insert Name of Municipality)service area, of those persons with limited English proficiency:

- _____% speak German
- _____% speak Spanish
- _____% speak African languages
- _____% speak Chinese
- _____% speak Serbo-Croatian
- _____% speak Scandinavian
- _____% speak Japanese
- _____% speak Russian
- _____% speak other Indic languages
- _____% speak Vietnamese
- _____% speak French
- _____% speak Tagalog
- _____% speak other Slavic languages
- _____% speak Arabic, Indo-European languages
- _____ % speak Native North American Languages

- _____ % speak Korean
- _____% speak Haitian Creole
- _____% speak Italian
- _____% speak Bengali
- _____% speak Polish
- _____% speak Yiddish
- _____% speak all other languages

2. **The frequency with which LEP persons come in contact with the *Municipality* services**

   The ***Municipality*** reviewed the frequency with which their staff has, or potentially has, contact with LEP persons. It includes documenting phone inquiries or office visits.

   a. To date, the ***Municipality*** has had _____requests for interpreters and _____ requests for translated program documents as follows: (Provide details here) OR

   b. The ***Municipality*** and other staff have had minimal contact with LEP persons.

3. **The nature and importance of services provided by the *Municipality* to the LEP population**

   a. There is no large geographic concentration of any LEP individuals in the service area of ***Municipality.*** The overwhelming majority of the population, _____%, speaks only English. As a result, few social, service, or professional and leadership organizations within the ***Municipality*** service area focus on outreach to LEP individuals.

   b. The ***Municipality*** (Insert Department Name) staff is most likely to encounter LEP individuals through office visits, phone conversations, notifications from department staff regarding the results of service delivery, and attendance and participation at public meetings.

4. **The resources available to the *Municipality* and overall cost to provide LEP assistance**

   The ***Municipality*** reviewed its available resources that could be used to provide LEP assistance and inventoried its documents to determine which are suitable for

translation if the need arises.

The ***Municipality*** contacted local citizens and organizations willing to provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which the ***Municipality*** would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be eligible for language assistance with respect to ***Municipality*** services. Language assistance can include interpretation (that means oral or spoken transfer of a message from one language into another) and translation (the written transfer of a message from one language into another).

The ***Municipality's*** staff can identify an LEP person in need of language assistance by:

- Posting notices of the LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- Providing ***Municipality*** staff with language identification cards to identify the language interpretation services needed if the occasion arises.
- Periodically surveying ***Municipality,*** staff regarding their interaction with LEP persons during the previous period (e.g., quarterly, semi-annually, and annually).
- Greeting participants at the ***Municipality***-sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for future events.

Language Assistance Measures

Although there is a very low percentage of LEP individuals in the ***Municipality*** service area (i.e., persons who speak English less than "very well" or "not at all,") the ***Municipality*** will take the following actions:

1. The ***Municipality*** staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
   - Volunteer Spanish language interpreters will be provided within a reasonable time.
   - Language interpretation services for all other languages will be accessed through a professional telephone interpretation service.

STAFF TRAINING

The information below will be disseminated to staff. Training opportunities on these topics also will be provided:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Proper use of interpreter service provider's language identification cards
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the ***Municipality*** must follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The ***Municipality*** weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents, and other relevant factors, the ***Municipality*** has determined that it is an unreasonable burden to translate documents at this time.

Due to the very small LEP population, the ***Municipality*** does not have a formal outreach procedure. _____ [Enter year here]. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, the ***Municipality*** will consider the following options:

- When staff prepares documents or schedules public meetings whose audience is expected to include LEP individuals, the ***Municipality*** will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- ***Municipality*** will assess requests to translate documents based on the potential effect and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan – The ***Municipality*** will update the LEP Plan as required. The plan will be reviewed and updated at a minimum when recent data from the US Census and the American Community Survey are available or when higher concentrations of LEP individuals are present in the ***Municipality*** service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually.
- How the needs of LEP persons have been addressed?
- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources).
- Determination as to whether the need for translation services has changed.
- Determination of the effectiveness of language assistance efforts.
- Determination of the adequacy of the ***Municipality's*** financial resources to fund language assistance resources.

- Determination of the ***Municipality's*** full compliance with the goals of the LEP Plan.
- Determination of the ***Municipality*** processing of LEP complaints.

DISSEMINATION OF THE (Insert Name of Municipality) LEP PLAN

Choose from below the actions that ***Municipality*** will take:

- Post signs in ***Municipality*** public areas informing LEP persons of the LEP Plan and how to access language services.
- Notify LEP persons of the availability upon request of documents in other languages. This should be placed on agendas and public notices and in the language that LEP persons would understand.
- On the ***Municipality*** website, post the LEP Plan and procedure to access language services.
- Prepare and post Press Release in non-English languages as necessary.
- Distribute copies of press releases to advocacy groups and other organizations serving LEP populations.

APPENDIX 13-2

ADA TRANSITION PLAN CHECKLIST

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-2: ADA Transition Plan Checklist

Sponsor: _____ Responsible Local Official (RLO): _____ Title of RLO: _____ Telephone _____ Email Address: _____ Date: __/__/_____ ☐ Federal Aid Project ☐ Non-Federal Aid Project	ADA Coordinator: _____ Title II Coordinator _____ Section 504 Coordinator: _____ Self-Evaluation Plan Manager: _____ ADA Transition Plan Manager: _____

Sponsors Responsibilities

This section aims to determine the range of types of facilities/assets the Sponsor is responsible for.

☐	Highways	☐	Bus Transit Systems	☐	Airports
☐	Rest Areas	☐	Bus Stops	☐	Ports and Harbors
☐	Welcome Areas	☐	Van Transit Systems	☐	Pipelines
☐	Scenic Overlooks	☐	Rail Transit Systems	☐	Waterways
☐	Recreation Areas	☐	Public Safety Facilities	☐	Others
☐	Office Building	☐	Railways		
☐	Maintenance Facilities	☐	Ferries		

Identification of Deficiencies

This section aims to discuss what facilities the Sponsor is typically dealing with and some common deficiencies.

What Type of Facilities are you dealing with?					
☐	Sidewalks	☐	Crosswalks	☐	Shared Use Paths
☐	Curb Ramps	☐	Ramps	☐	Other
☐	Curb Cuts	☐	Medians		
☐	Driveway Crossings	☐	Bus Stops		

Clear Width and Other Dimensions: ☐ Narrow ☐ Below Guidelines	Grade: ☐ Steepness ☐ Angle Points
Cross Slope: ☐ Steepness ☐ Irregularity ☐ Variability	Materials ad Finishes: ☐ Deterioration ☐ Inappropriateness
Discontinuities: ☐ Missing Sections ☐ Gaps ☐ Drops	Lighting: ☐ Missing ☐ Not Operating ☐ Inadequate Levels
Obstructions: ☐ Signs ☐ Fire Hydrants ☐ Lights ☐ Newspaper Boxes ☐ Standing Water ☐ Drainage Structure ☐ Mailboxes	Detectable Warning Systems: ☐ Missing ☐ Inappropriate Materials ☐ Inadequate Size ☐ Wrong Location
Traffic Signal Systems: ☐ Inadequate Time Allowed ☐ Inaccessible Buttons ☐ Inoperable Buttons ☐ Lack of Visually Impaired Provisions	Maintenance and Services: ☐ Snow Removal ☐ Debris Clean Up ☐ Trash Cans ☐ Recyclable Material Bins
Access Through Work Zones	Other

Designs and Cost Estimates for Improvement

The improvements needed to correct deficiencies must be defined through a design and cost estimating process. The goal of this section is to discuss the Sponsor's approach to doing this.

Yes	No	
☐	☐	Have your design standards been reviewed concerning accessibility issues?
☐	☐	Do you have in-house design capacity concerning accessibility issues?
☐	☐	Are design consultants needed?
What cost estimating resources do you rely on for accessibility improvements?		
What escalation factors are you applying to accessibility improvements?		

Prioritization of Improvements

A priority ranking for approaching the defined improvements must be worked out to establish an effective schedule. This section aims to discuss the methods used to rank the upgrades in order of priority.

What is the approach to prioritizing improvements?			
☐	Population density in the area	☐	Hospitals
☐	Significant disabled population within the area	☐	Places of Employment
☐	Proximity to key locations	☐	Shopping Areas
☐	Government offices	☐	The severity of the deficiency
☐	Schools		

Yes	**No**	
☐	☐	Is a review complaint a factor?
☐	☐	Is public demand a factor?

Prioritization of Improvements

What are the sources of public demand?		
Yes	**No**	
☐	☐	Is compatibility with the available budget a factor?
How are the available budget and the improvement needs matched?		

Management Approach to Implementation

This section explains how the Sponsor manages the transition plan's development and carries out the improvements. The plan's development may be a time-intensive effort but tracking the implementation of the upgrades will be a less severe long-time assignment.

What is the approach to prioritizing improvements?
Who is the Responsible (RLO) in charge of the implementation of the Transition Plan?
Who is the ADA Transition Coordinator?
Is there an internal committee that provides input into the Transition Plan Process?
Has any staff been assigned to the Transition Plan Process?
How many staff persons?
In what capacity?
In what Department does the responsibility for the Transition Plan reside?
What training courses about accessibility have the staff gone through?
What reference works about accessibility do you find useful?
Who has the responsibility for Transition Plan updates?
Have any consultants been contacted relative to Transition Plan work?

Funding Mechanisms

There is no specific funding mechanism related to the improvement of accessibility deficiencies. Funding might come from many different sources. The goal of this section is to explore the funding experience of the Sponsor.

Yes	No	
☐	☐	Have accessibility improvements been incorporated into existing programmed projects?
☐	☐	Has any cost differential been recognized?
☐	☐	Have stand-alone accessibility improvement projects been processed through the Transportation Improvement Program?

What sources have provided funding for accessibility improvement programs:

☐	National Highway System Program	☐	Congestion Mitigation/Air Quality Program
☐	Surface Transportation Program	☐	Recreational Trails Program
☐	Highway safety Improvements Program	☐	State and Community Traffic Safety Program
☐	Railway-Highway Crossing Program	☐	Other Programs
☐	Transportation Alternatives Program		

Yes	No	
☐	☐	Have accessibility improvements been included in developer impact fees?

Scheduling and Budgeting

Schedules and budgets are the tools of implementation. This section aims to determine how the Sponsor will/is scheduling and budgeting for accessibility improvements.

Yes	No	
☐	☐	Is there an overall completion target date?
☐	☐	Are there milestone dates?
☐	☐	Is there a separate Curb Ramp Installation Schedule?
☐	☐	Is there a budget line item for accessibility improvement programs?

Coordination with Other Agencies

Other agencies have authority over pedestrian facilities and have an interest in inaccessibility. This section aims to explore the exchange of information and the handling of interfacing with other agencies.

Yes	No	
☐	☐	Are there local government pedestrian master plans that are used as input and guidance?
How is the interface between agency sidewalks and local sidewalks handled?		
Who has authority over bus stops?		
How is the interface between sidewalks and bus stops handled?		
What other Agencies, if any, have jurisdiction over pedestrian facilities? ☐ Transit Authorities ☐ Airport Authorities ☐ Turnpike Authorities		

Yes	No	
☐	☐	Do you receive input from any social services agencies?

Promulgation and Feedback

Any recommendations, unique, unusual, or unfinished (e.g., ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Situations

Regional Reviewer	Concern/Situation	Resolution/Date

APPENDIX 13-3

ADA TRANSITION PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term "Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

Appendix 13-3: AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

ADA Transition Plan

This ADA Transition Plan reflects ***Municipality*** herein referred to as the ("Municipality"), long-term commitment to ADA compliance and details the stages of ***Municipality*** plan and the timeline for (1) evaluating accessibility by identifying any structural barriers associated with public facilities; (2) identifying accommodations and/or modifications that can be provided to make programs and services accessible, and (3) prioritizing the remediation of any deficiencies and formulating a budget and schedule for those improvements.

This Draft ADA Transition Plan will be revised and updated as the steps of the Plan are completed.

Introduction

ADA regulations prohibit discrimination against individuals on the basis of disability and require state and local governments to make their programs and services accessible to persons with disabilities. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with public facilities.

As detailed below, ***Municipality*** has made a significant and long-term commitment to improving the accessibility of its public facilities. The purpose of this Plan is to ensure that ***Municipality*** identifies prohibited structural barriers to its public facilities and, where structurally feasible, schedules and implements ADA-required improvements in order to remove those barriers.

The ADA requires that the Transition Plan include the following components:

1. Identification of physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities,
2. Identification of the methods to be used to remove any barriers limiting accessibility,
3. A schedule for completion of the necessary steps to achieve accessibility in public facilities, and
4. The Name of the public entity's ADA Coordinator.

STEP 1: IDENTIFICATION OF PHYSICAL BARRIERS IN THE NAME OF THE MUNICIPALITY'S FACILITIES

The first phase of the ADA Transition Plan is to evaluate the **Municipality's** public facilities for accessibility. Officials from Planning, Public Works, and Human Resources Departments will coordinate to conduct accessibility evaluations of the following facilities:

- Sidewalks, crosswalks, and curb ramps
- Publicly accessible buildings

- Parking lots serving publicly accessible buildings

A Survey of the ***Municipality's*** Public Facilities ("the Survey") will be completed for each facility evaluated. Any deficiencies suggested improvements and observations relating to structural feasibility of improvements will be noted and recorded on the Survey. An Inventory of Public Facilities ("the Inventory") will also be created and will serve as the central database for identified structural barriers, suggested improvements, and comments relating to structural feasibility of improvements.

Evaluation of Sidewalks, Crosswalks, and Curb Ramps

The Survey will contain the following ratings to assess the condition of each ***Municipality*** sidewalk, crosswalk, and curb ramp:

- **Rating 1** – Not Applicable: A facility not considered to require accessibility, for example, limited-access highways.
- **Rating 2** – Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding, etc.
- **Rating 3** – Partially Accessible: Not designed to current standards, problems with geometry of sidewalks, ramps, and landings, no detectable warnings, handrails, etc.
- **Rating 4** – Accessible: May need additional improvements, for example, circuitous routes, insufficient width, etc.
- **Rating 5** – Fully Accessible: Designed to current standards, but reasonable accommodations may still be required for individual cases.

Evaluation of Parking Lots and Publicly Accessible Buildings

To evaluate publicly accessible buildings and the parking lots serving those buildings, the Survey will incorporate relevant portions of the ADA Checklist (Appendix 13-2) for Existing Facilities (based on the **2010 ADA Standards for Accessible Design**), produced by the Institute for Human-Centered Design.

Schedule for Completion

Municipality officials from its Planning, Public Works, and Human Resources Departments will be coordinating over the next several months to evaluate public buildings, parking lots, sidewalks, crosswalks, and curb ramps. Numerous facilities will be subject to this evaluation, and consequently, this will be a substantial undertaking for the reviewing officials. The evaluations will be scheduled to evaluate outdoor facilities prior to the winter months (to avoid snow cover that may impede a thorough review), with any remaining evaluations of outdoor facilities to be completed to ***provide a projected date for completion***. Evaluations of indoor facilities will continue during the winter months. Therefore, it is estimated that Step 1 will be completed by ***provide estimated completion date.***

STEP 2: IDENTIFICATION OF METHODS TO REMOVE BARRIERS

The second phase of the ***Municipality*** ADA Transition Plan is to develop a method to remove barriers. This includes identifying the nature of needed improvements, determining the structural feasibility of improvements under the ADA standards, and prioritizing necessary improvements.

Once the necessary improvements have been identified and prioritized, this information, along with a list of any improvements determined to be physically unfeasible, will be presented at a public meeting of the ***Municipality's*** Compliance Committee. The ***Municipality's*** practice provides public notice of the dates and agendas of Compliance Committee meetings on the ***Municipality's*** website. It will provide the public with an opportunity to participate in the formulation of the ADA Transition Plan.

Nature of Improvements and Structural Feasibility

The necessary improvements will be determined during Step 1 – the accessibility evaluation of ***the Municipality facilities – and*** incorporated into the ADA Transition Plan after completing Step 1. Any improvements that ***Name of Agency*** officials determine are not structurally feasible based on ADA regulations will also be incorporated into the Plan.

Priority of Improvements

Sidewalks; Crosswalks; Curb Ramps

With respect to sidewalks, crosswalks, and curb ramps, this ADA Transition Plan's primary focus is to address all ADA noncompliant facilities, defined as locations with a rating of "2" and "3" on the scale discussed above.

The priority of improvements to these facilities will be as follows:

1. Those serving publicly accessible ***Municipality*** facilities,
2. Those serving commercial and employment centers, and
3. Those serving other areas.

Parking Lots and Publicly Accessible Buildings

The priority of improvements to parking lots and publicly accessible spaces in ***Municipality*** buildings will be based on the severity of the accessibility barrier and the frequency of public presence at the facility. Notably, the general assessment of the ***Municipality*** Code Enforcement Officer is that ***Municipality*** facilities where public meetings take place are in substantial compliance with the ADA. All new construction or renovations to existing facilities have complied with ADA standards. As such, the ***Municipality*** does not expect that its publicly accessible buildings and parking lots will require major structural improvements.

STEP 3: SCHEDULE FOR COMPLETION OF NECESSARY IMPROVEMENTS

Once the Inventory of Public Facilities has been completed and necessary improvements have been prioritized as provided above, the ***Municipality*** will formulate an estimated budget for the improvements. The schedule for improvements will depend heavily upon the number and severity of the deficiencies identified during the accessibility evaluation and the costs associated with the improvements. However, the ***Municipality*** reiterates its commitment to making its public facilities accessible to all persons, regardless of disability. The ***Municipality's*** ADA Transition Plan will outline a specific schedule for improvements after Completion of Step 2, and this schedule will reflect the ***Municipality's*** commitment to ADA compliance.

ADA COORDINATOR

The (***Name of Municipality)*** ADA Coordinator is:

Name (*Name*) _____

Title (*Title*) _____

Provide ADA Coordinators' contact information:

Name: _____

ADA Coordinator_____

Name of Municipality _____

Address: _____

Telephone Number: _____

E-mail Address: _____

APPENDIX 13-4

ADA PROPOSED WORK PLAN AND SCHEDULE

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term "Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

ADA Proposed Work Plan and Schedule

Program Year	ADA Single Purpose Project Description				ADA Single Purpose Cost (M)	ADA Reg. Construction Project * Cost (M)
	Route	Begin Description	End Description	Miles		
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
TOTAL COST					$ 000.000	$ 000.000

Note - The regular construction projects are listed for cost and program purposes only. The location description only pertains to the ADA single-purpose project.

Sidewalk Gaps – The table above identities deficiencies in the existing sidewalk/multi-use path system deemed to be under the ADA compliance domain. It does not include additional pedestrian accommodation needs identified by the region, MPO partners, and transit operators. These needs will be identified as necessary with future program development as resources allow. The above work plan will be subject to further field verification and coordination.

APPENDIX 13-5

SETTING M/WBE GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-5: SETTING M/WBE GOALS ON NON-FEDERALLY AIDED GRANT CONTRACTS

The provisions of New York State Executive Law Article 15-A *Participation by Minority Group Members and Women with Respect to State Contracts* and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (5 NYCRR Parts 140-145) are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations, executive orders, and the M/WBE Program requirements.

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federally-aided, grants must include M/WBE goals that are derived from the New York State Department of Transportation's (NYSDOT's) Agency M/WBE Goal Plan established pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

a. Construction contracts greater than one hundred thousand dollars ($100,000); or

b. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering).

c. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated with either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply M/WBE goals **to that portion of the work**. The Municipality/Sponsor/Grantee is encouraged to maximize M/WBE participation to the greatest extent practicable.

Establish M/WBE Goals

The Municipality/Sponsor/Grantee agrees that the following Standard M/WBE Goals for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant are provided.

Standard M/WBE Goals

CATEGORY/CONTRACT TYPE	MBE	WBE
Commodities	9.0%	17.0%
Construction/Consultants (Architectural/Engineering)	20.0%	10.0%
Construction	10.0%	15.0%
Services/Consultants (Non-Architectural/Engineering)	7.0%	12.0%

NOTE: See definitions

These Standard Goals are based on the NYSDOT's Agency M/WBE Goal Plan, as a result of programmatic analysis. The Plan is available at the **M/WBE Program webpage** on the NYSDOT website.

The Municipality/Sponsor/Grantee agrees to consider the following statutory factors (See **5 NYCRR 142.2(d)**) and establish an appropriate contract goal in all related contracts executed by the Sponsor/Municipality/Grantee:

The Statutory Factors are:

1. The contract and subcontract scope(s) of work. (This may include a consideration of work items, quantity, contract terms, and materials, and whether the contract is a single operation or sole-source contract).
2. The potential subcontracting opportunities, available in the prime contract. (This may include a consideration of primary and secondary work operations).
3. The relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities. (See **Disparity Studies on the Empire State Development website**).
4. The number and types of certified minority and women-owned business enterprises found in the directory of certified minority and women-owned businesses available to perform the contract work. (The directory is accessible at the **New York State Contract System website**.)
5. The geographic location of the contract performance.
6. The extent to which geography is material to the performance of the contract.
7. The ability and willingness of certified minority-owned and women-owned enterprises located outside of the geographic location of contract performance, notwithstanding

the regional location of the certified enterprise, to perform on the contract.

8. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
9. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

M/WBE Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee determines a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting: a **M/WBE Pre-Advertisement Goal Modification Request**, Good Faith Effort documentation, and the **M/WBE Goal Assessment Checklist** [obtained from the Office of Diversity and Opportunity] to NYSDOT's Regional Local Project Liaison (RLPL). The RLPL will review all supporting documentation to ensure that the GFE is sufficient.

If the RLPL determines:

- Supporting documentation is sufficient:
  - The RLPL will forward the M/WBE Pre-Advertisement Goal Modification Request, Good Faith Effort Documentation, and Goal Assessment Checklist to the Office of Diversity and Opportunity (ODO) for their review and approval.
- Supporting documentation is not sufficient:
  - The RLPL will notify the Sponsor in writing as to why the supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

All requests for a M/WBE Pre-Advertisement Goal modification must be approved by NYSDOT prior to the advertisement of the contract.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions** (EBO) is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee must submit both construction and consultant "Contract Templates," utilizing the "SA MWBE EBO Construction Template" and the "SA MWBE EBO Consultant Template" to the RLPL or MOPM.

2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted via email to: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.
3. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
4. The RLPL or MOPM will then notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
5. The qualified consultant or the low bidder must enter their M/WBE utilization into EBO.
6. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the M/WBE goals.

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
  - The Municipality/Sponsor/Grantee must submit an **M/WBE Waiver Request** (See also: **NYSDOT Minority and Woman Owned Business Enterprises Program** website) along with all supporting justification, to the RLPL or MOPM to request a goal waiver.
  - The Municipality/Sponsor/Grantee must obtain NYSDOT approval of the M/WBE Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the M/WBE goal,
- Provide analysis of the feasibility of the M/WBE goals,
- Provide information on outreach to Low Bidder to meet the M/WBE goals,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their

requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may disqualify the qualified consultant and the low bidder and award to the second qualified consultant or low bidder who has successfully met the M/WBE goals or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed M/WBE Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the M/WBE Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its M/WBE commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **M/WBE Waiver Request** and a new **M/WBE Goal Assessment Checklist**, obtained from the Office of Diversity and Opportunity, to the RLPL. The request must provide supporting justification by documenting the goals, commitments, attainments, and post-award Good Faith Efforts to meet the commitments.

If the RLPL determines:

- That the post-award supporting documentation is sufficient:
  - the RLPL will forward all post-award supporting documents from the Sponsor to ODO for review and approval.
- That the post-award supporting document is not sufficient:
  - the RLPL will notify the Sponsor in writing as to why the post-award supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

NYSDOT will notify the Municipality/Sponsor/Grantee at the conclusion of the Waiver Request review.

If a consultant/contractor fails to attain its M/WBE commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality/Sponsor/Grantee lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When the Municipality/Sponsor/Grantee determines that the consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if the consultant/contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance, in accordance with 5 NYCRR Parts 140-145. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Minority and Women-Owned Business Enterprises Program (MWBE)** (ny.gov)

Qualified consultant or low bidder's GFEs documentation shall include, but is not limited to:

1. Evidence of outreach to M/WBEs and M/WBEs' responses,
2. Copies of advertisements in appropriate general circulation, trade, and minority or women-oriented publications for participation by M/WBEs,
3. Dates of any meetings with M/WBEs; and
4. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for M/WBE participation.

M/WBE Reporting

The Municipality/Sponsor/Grantee shall monitor all M/WBE utilization through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

M/WBE Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include M/WBE firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements of **5 NYCRR Part 140 -145** during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected. Consult your RLPL or MOPM and the Office of Civil Rights prior to setting the M/WBE goals on such contracts.

Implementation Details

All non-federally-aided contracts entered into by Municipalities/Sponsors/Grantees of state grant funds must conform to this guidance.

For more information about the **Minority and Women-Owned Business Enterprise Program**, go to the NYSDOT website.

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

Terms and Definitions

Architectural Engineering (A/E) - Private consulting persons or firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction inspection, and management services.

Commodities - A raw material that can be bought and sold. Examples of commodities include stone, culvert pipe, concrete, guiderail, etc.

Equal Employment Opportunity (EEO) – To ensure non-discrimination in employment on the basis of race, color, creed, or national origin. Contractors are required to submit workforce data to this end.

Good Faith Effort (GFE) - All necessary and reasonable activity and documentation by a consultant or contractor to demonstrate (show) steps taken to achieve M/WBE goal.

Grant Agreement – The agreement between the Sponsor/Municipality/Grantee and the State, which is necessary to obtain State aid reimbursement of eligible project costs. Also known as a State-Local Agreement (SLA).

Main Office Project Manager (MOPM) - NYSDOT Main Office contact for subrecipients advancing State or federally-funded transportation projects. The Main Office Project Manager is responsible for ensuring that locally administered transportation projects are administered in compliance with all federal, State, and local laws, rules, regulations, and executive orders.

Office of Diversity and Opportunity (ODO) – NYSDOT Main Office is responsible for ensuring compliance with federal and state civil rights laws, rules, regulations, and executive orders.

New York State Unified Certification Program (NYS UCP) - is responsible for only DBE certification in the state of New York and provides firms with "one-stop" shopping.

Non-Architectural/Engineering - Non-professional services which do not require a license from the NYS Education Department.

Non-Federally Aided Grant Contracts - locally-administered transportation projects that are typically funded in whole or in part with State funds and contain no federal program funds. Projects may be progressed by subrecipients/municipalities/grantees/sponsors. Projects may contain a local match as noted in each funding solicitation.

North American Industry Classification System (NAICS) - The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments to collect, analyze, and publish statistical data related to the U.S. business economy.

Recipient - An entity that receives funds in the form of a grant, cooperative agreement, or loan directly from the federal government. Typically, NYSDOT is referred to as a recipient, while a Sponsor is referred to as a sub-recipient.

Regional Local Project Liaison (RLPL) - Regional Office contact for Sponsors advancing federal and/or State aid transportation projects. The RLPL is responsible for ensuring that locally administered projects receive adequate supervision and inspection such that they comply with all federal, State, and local laws, rules, and regulations as well as federal and state executive orders.

Subrecipient - A county, city, town, village, railroad, airport, transit operator or other public agency, public authority, or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire ROW, advertise, open bids, award, construct and administer contracts for state aid transportation projects. A subrecipient may also be referred to as the Municipality/Sponsor/Grantee.

Vendor – An interchangeable term used for a contractor/consultant who provides a service.

NEW YORK STATE OF OPPORTUNITY | Division of Minority and Women's Business Development

MWBE Goal Assessment Checklist

Instructions: This document is used to assess Minority/Women Owned Enterprise (MWBE) project goals. Complete all yellow fields. Identify all work the Prime is to perform and the estimated value/cost of each major category. For both Sub-Contracting and Material Availability, break the project into major areas and identify tasks or items. Using the MWBE Contract Database (https://ny.newnycontracts.com/), perform the MWBE search and include the number of MBE and WBEs identified for each line. This document will then calculate the recommended goals for the project based on the number of each identified. Attach proof of your searches to this document.

Region:		Contract Number:	
Project Title:			
Prepared By:		Total Project Estimate:	$0
E-Mail:		Estimated Prime to Perform	$0
		Estimated Subcontracting	$0
		Estimated Materials	$0
		Balance	$0

Balance Represents the remaining project value to be performed by either the Prime, Sub-Contractor or Material Contractor

Recommended Goals for Project	
MBE:	0%
WBE:	0%

Comments/Notes

Prime to Perform

	Description of Work	Estimated Value	% of Project Estimate
1			
2			
3			
4			
5			
	Total	$0	0%
	Overhead & Profit		0%
	Total Prime to Perform	$0	0%

	Sub-Contracting Availability				MBE Participation			WBE Participation			
	Description of Work	Estimated Value	% of Project Estimate	MWBE Search Performed (Y/N)	No. MBE's Identified	Estimated Value	Percent	No. WBE's Identified	Calculated Field	Estimated Value	Percent
1											
2											
3											
4											
5											
	Total	$0	0%	$0		-	0%		Total	-	0%

	Materials Availability						MBE Participation			WBE Participation			
	Description	Estimated Value	% Discount based on Supplier/Broker Credit*	Discounted Value	% of Project Estimate	MWBE Search Performed (Y/N)	No. MBE's Identified	Estimated Value	Percent	No. WBE's Identified	Calculated Field	Estimated Value	Percent
1					0%			-				-	
2					0%			-				-	
3					0%			-				-	
4					0%			-				-	
5					0%			-				-	
6					0%			-				-	
7					0%			-				-	
8					0%			-				-	
	Total	$0		$0	0%	$0		-	0%		Total	-	0%

* Discounts are as follows:	Non Construction; Supplier 100%, Broker 25%	Construction; Supplier 60%, Broker recieves commission %

Attach All MWBE Search Results to this Checklist

April 2022

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APPENDIX 13-6

SETTING SDVOB GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-6: SETTING SDVOB GOALS ON NON-FEDERAL AID GRANT CONTRACTS

The provisions of New York State Veteran Services Law Article 3 Participation by Service-Disabled Veteran-Owned Business with Respect to State Contracts and 9 NYCRR 252.2 are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations executive orders, and the **SDVOB Program requirements**.

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federal aid grants must include an SDVOB goal derived from the New York State Department of Transportation's (NYSDOT's) SDVOB Goal Plan established pursuant to New York State Veteran Services Law Article 3.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

1. Construction contracts greater than one hundred thousand dollars ($100,000); or
2. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering); or
3. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated by either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply SDVOB goals to that portion of the work. The Municipality/Sponsor/Grantee is encouraged to maximize SDVOB participation to the greatest extent practicable.

Establish SDVOB Goal

The Municipality/Sponsor/Grantee agrees that the statutory SDVOB Goal for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant is six percent (6%).

As a result of programmatic analysis, the NYSDOT's SDVOB Goal Plan recommends an Agency goal that reflects consideration of the factors identified below. The Plan is available at **NYSDOT SDVOB FY2021 Goal Plan**.

1. The contract and subcontract scope(s) of work, including consideration of work items, quantity, contract terms, materials, and whether the contract is a single operation or sole-source contract.
2. The potential subcontracting opportunities available in the prime contract include considering primary and secondary work operations.

3. The number and types of certified service-disabled veteran business enterprises found in the directory of certified service-disabled veteran-owned businesses available to perform the contract work. The directory is accessible at OGS's **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses** website.
4. The geographic location of the contract performance.
5. The extent to which geography is material to the performance of the contract.
6. The ability and willingness of certified service-disabled veteran-owned business enterprises located outside of contract performance's geographic location, notwithstanding the certified enterprise's regional location, to perform on the contract.
7. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
8. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

SDVOB Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee believes a goal modification is appropriate and supportable, the Municipality/Sponsor/Grantee must obtain approval from the Office of Diversity and Opportunity by submitting a **SDVOB Pre-Advertisement Goal Modification Request** with justification to NYSDOT's Regional Local Project Liaison (RLPL) or Main Office Project Manager (MOPM) prior to public advertisement of the contract. The ODO must approve all requests for an SDVOB Pre-Advertisement Goal modification of Civil Rights.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions (EBO)** is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee will submit "Contract Templates" to the RLPL or MOPM. There are two **contract templates** for construction projects, "State Aid EBO Construction Template" and the other for consultant contracts, "State Aid EBO Consultant Template."
2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/
3. Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted to the email: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.

4. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
5. The RLPL or MOPM will notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
6. The qualified consultant or the low bidder must enter their SDVOB participation into EBO.
7. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the SDVOB goals or submitted an adequate Good Faith Effort (GFE).

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO and award the contract.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
    - The Municipality/Sponsor/Grantee must submit an **SDVOB Waiver Request Form**, with supporting justification, to the RLPL or MOPM to request a goal waiver.
    - The Municipality/Sponsor/Grantee must obtain the NYSDOT approval of the SDVOB Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM for approval prior to proceeding with the award. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the SDVOB goal,
- Provide analysis of the feasibility of the SDVOB goal,
- Provide information on outreach to Low Bidder to meet the SDVOB goal,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may

disqualify the qualified consultant or the low bidder and award to the second qualified consultant or low bidder who has successfully met the SDVOB goal or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed SDVOB Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the SDVOB Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its SDVOB commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **SDVOB Waiver Request** when the contract is approximately 75% completed to the RLPL or MOPM. The request must document the goals, commitments, attainments, and Good Faith Efforts to meet the commitments, along with supporting justification.

If a consultant/contractor fails to attain its SDVOB commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality's/Sponsor's/Grantee's lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When a Municipality/Sponsor/Grantee determines that a consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if a consultant/contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Good Faith Efforts Document Guidance**.

Qualified consultant or low bidder's Good Faith Efforts documentation shall include, but is not limited to:

3. Evidence of outreach to SDVOB and SDVOB responses,
4. Copies of advertisements in appropriate general circulation, trade, and veteran-oriented publications for participation by SDVOBs,
5. Dates of any meetings with SDVOBs; and
6. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for SDVOB participation.

SDVOB Reporting

The Municipality/Sponsor/Grantee shall monitor all SDVOB participation through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

SDVOB Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include SDVOB firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected.

Sponsor should consult their RLPL or MOPM and the ODO prior to setting the SDVOB goals on such contracts.

Implementation Details

All future non-federal aided contracts entered into by Municipalities/Sponsors/Grantees of State grant funds must conform to this guidance.

Guidance can be found ~~on~~ in the **Civil Rights Service-Disabled Veteran-Owned Business Program**.

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

APPENDIX 13-7

GOOD FAITH EFFORTS (GFE) DOCUMENTATION GUIDE

Appendix 13-7: Good Faith Efforts

To be a responsible and/or responsive Bidder, your firm must meet the Disadvantaged Business Enterprise (DBE) or Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Service-Disabled Veteran-Owned Business (SDVOB) goal(s) on the contract or provide documentation to support Good Faith Efforts taken to meet these goal(s). Actions to meet the goal(s) should begin immediately upon a firm's intent to work for NYSDOT on a project.

The Bidder can meet this requirement during the pre-award or pre-designation stage in two ways:

1. The Bidder can document commitments that meet the goal(s).
2. If the Bidder does not document enough commitments toward meeting the goal(s), the Bidder can provide documentation showing detailed, tangible, result-oriented efforts that show the Bidder's attempts to fulfill the goal(s).

Per NYSDOT Standard Specs §102-12 H. *Good Faith Efforts*, should you be selected as the apparent low bidder or pre-designated firm, all Good Faith Effort documentation will be evaluated prior to the actual award of the contract to your firm.

THE GUIDANCE PROVIDED BELOW OUTLINES WHAT CONSTITUTES SUFFICIENT AND COMPREHENSIVE GOOD-FAITH EFFORTS.

Additional guidance can be found in the **DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide** located on the NYSDOT website.

Pre-Letting & Pre-Designation Good Faith Efforts

Once you have made the decision to entertain bidding on a project you should, at a minimum:

1. Analyze each item in the scope of work for a project and determine what items of work will provide subcontracting opportunities.
2. Search the appropriate registry for certified firms:
    a. For DBE search **New York State Unified Certification Program (NYSUCP) Directory**.
    b. For MBE and WBE search ESD Directory, search the **New York State Contract Directory**.
    c. For SDVOB search: Office of General Services **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses**.

    Tailor the search to those firms with business descriptions or NAICS codes that are most appropriate for the work identified. NYSDOT has developed a Crosswalk chart that equates NYSDOT Work Codes/ Pay Items with NAICS/NIGP codes.
3. Notify those firms of your intent to bid via email and telephone, requesting written feedback on their interest in participation on your contract.

4. Ensure adequate time is given to the DBE/MBE/WBE/SDVOB firms to offer responses.

For more information regarding NAICS, go to the **NAICS directory** at the U.S. Census website.

The Crosswalk chart is located at the NYSDOT **Office of Construction: Forms** website.

Once a firm has been deemed a low bidder or selected for pre-designation, commitments to DBE/MBE/WBE/SDVOB firms must be entered into the Department's civil rights reporting software program Equitable Business Opportunity (EBO). All DBE/MBE/WBE/SDVOB firms are required to acknowledge the Items and dollar commitments assigned to them in EBO during the pre-award process.

Any shortfall in goal commitment requires supporting documentation to be provided to show all efforts taken. These Good Faith Efforts should include, at a minimum:

	Required Documentation of Good Faith Efforts
☐	Completed AAP-10 Solicitation log: This log should list only those firms that were directly solicited. **Do not list mass emailing's performed**. Outreach should be narrowly focused, targeted and result oriented. NOTE: for the AAP-10 to be accepted it must be completed according to instructions provided.
☐	Detailed explanation identifying any circumstances unique to the contract that were deterrents to meeting the goal(s) (e.g., night work, small quantities over multiple locations, specialized work, PLA, etc.). The explanation should also include detailed rationale as to why a specific scope of work in the project is not considered to be a subcontract item, and therefore was no solicited for.
☐	Copies of ads placed for solicitation.
☐	Copies of all registry searches performed including those searches that resulted in no certified firms for a specific scope of work.
☐	Copies of emails and/or faxes that show "direct" scope of what you solicited the subcontractor/supplier, fabricator, etc. to do or provide **and** their responses.
☐	Evidence that off-site firms and services were entertained (e.g., material suppliers, trucking, fabricator, manufacturer, etc.).
☐	Copies of documentation showing negotiations took place between low bidder and prospective subcontractor or other firms (supplier, manufacturer, fabricator, etc.).
☐	Quotes from the selected firms and quotes received when a specific scope of work was given to a non-certified firm versus a certified firm (when certified firm's quote was deemed unreasonable or excessive).
☐	Detailed explanation for any scope of work deemed "self-performing" without intent to split the work (when there are DBE or MBE/WBE/SDVOB availability and goal has not been met).
☐	Supporting documentation of any and all additional efforts performed prior to letting or pre-designation date.

Examples of insufficient/unacceptable documentation includes:

- "In-house" generated lists that do not include DBE or MBE/WBE/SDVOB targeted firms.
- "In-house" generated lists that do not identify firms for specific work items or descriptions being solicited.
- Copies of redundant emails to DBE/MBE/WBE/SDVOB firms containing identical language.
- Unsubstantiated response of non-interest from DBE or MBE/WBE/SDVOB firms.
- Numerous copies of the entire contract sent to each firm to attempt to provide quantity in lieu of quality.

APPENDIX 13-8 LINKS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
2010 ADA Standards for Accessible Design	https://www.ada.gov/law-and-regs/design-standards/2010-stds/
STATE LAWS & REGULATIONS	
5 NYCRR Part 140: Definitions	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
5 NYCRR Part 142.2(d): Determining goals for a State contract	https://govt.westlaw.com/nycrr/Document/I4e8b8082cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
5 NYCRR Part 104-145: Division of Minority and Women's Business Development	https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I850b0fa0ba4411dd9542e0ba6da0bcf0&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)
9 NYCRR Part 252.2	https://govt.westlaw.com/nycrr/Document/Ie8529745221211e4a6bf0000845b8d3e?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
Contract Templates/Civil Rights Forms (not in EBO)	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights
DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
Equitable Business Opportunities Solutions (EBO)	https://www.dot.ny.gov/dotapp/ebo
Limited English Plan	https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP_Plan.pdf
M/WBE Goal Assessment Checklist	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/MWBE%20Goal%20Assessment%20Checklist.xlsx
M/WBE Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program

M/WBE Waiver Request	https://www.dot.ny.gov/dotapp/ebo
Minority and Woman Owned Business Enterprises Program	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
Office of Construction, Forms (Crosswalk Chart)	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
SDVOB FY2021 Goal Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SERVICE%20DISABLED%20VETERAN%20Master%20Goal%20Plan%20DRAFT%202020-2021.pdf
SDVOB Good Faith Efforts Documentation Guidance	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
SDVOB Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SDVOB%20Pre-Letting%20Waiver%20Request%20Template.doc
SDVOB Waiver Request Form	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20190220_SDVOBRequestforWaiverForm%20(1).doc
Service Disabled Veteran-Owned Business (SDVOB) Program	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program

ADDITIONAL RESOURCES

Empire State Development: Monitory and Women's Business Development Reports, Annual Reports (Disparity Studies)	https://esd.ny.gov/mwbe-reports
New York State Contract System	https://ny.newnycontracts.com/
New York State Unified Certification Program (NYSUCP) Directory	https://nysucp.newnycontracts.com/
Office of General Services, Directory of New York State Certified Service-Disabled Veteran-Owned Businesses	https://online.ogs.ny.gov/SDVOB/search
United States Census, North American Industry Classification System (NAICS) Code Directory	https://www.census.gov/naics/

New York State
Department of Transportation

Local Projects Manual

Chapter 14

Advertisement, Contract Letting, and Award

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

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ACRONYMS

CCA-2	New York State Uniform Contracting Questionnaire	LPB	Local Programs Bureau
CMP	Construction Management Plan	M/WBE	Minority/Woman-Owned Business Enterprise
DBE	Disadvantaged Business Enterprises	NYSCR	New York State Contract Reporter
EBO	Equal Business Opportunity	PS&E	Plans, Specifications, and Estimates
EEO	Equal Employment Opportunity	RLPL	Regional Local Project Liaison
FHWA	Federal Highway Administration	UCP	New York State Unified Certification Program
GFE	Good Faith Effort		

NOTE

This chapter has associated appendices and forms at: **https://www.dot.ny.gov/plafap**

The links for the words **highlighted** throughout this chapter (except LPM chapter links) can be found at the end of this chapter, in **Section 14.9 References, Chapter 9, Advertisement, Contract Letting, and Award.**

14.1 INTRODUCTION

This chapter describes the various phases of the contracting process including solicitation of bidders (advertising), bid opening, bid analysis to identify the lowest bidder, and contract award and documentation for locally administered federal aid transportation construction contracts. The Sponsor must have an approved Construction Management Plan (CMP) prior to contract award, appropriately revised to reflect project staffing and be signed by the NYSDOT Regional Local Project Liaison (RLPL), or appropriate designee (see **LPM Chapter 12, Section 12.2.2** and **Appendix 12-3**).

The following federal regulations apply to ALL projects:

- Advertising for bids and proposals (**23 CFR 635.112**),
- Method of Construction (**23 CFR 635.104**),
- Participation by Disadvantaged Business Enterprises (DBE) in US Department of Transportation Financial Assistance Programs (**49 CFR 26**); and
- Equal Employment Opportunity (EEO) on Federal and Federal-Aid Construction Contracts (Including Supportive Services) (**23 CFR 230**).

When a discrepancy exists between federal, state, and municipal laws, rules and regulations, federal law prevails; with the exception when State and municipal laws, rules, and regulations may be stricter and therefore have precedence.

14.2 ADVERTISING

Advertising for all federal aid construction contracts must meet federal requirements and foster widespread competitive bidding. When the contract bid documents, including Plans, Specifications, and Estimate of quantities (PS&E), have been assembled, and approved by the RLPL and the Sponsor receives Federal Authorization to Proceed from the RLPL, the Sponsor is required to advertise the contract for bidding in accordance with **23 CFR 635.112**. The Sponsor could forfeit federal reimbursement if the advertisement of a contract takes place before receiving a Notification to Proceed.

New York State requires the publication of the solicitation of bids for a construction contract to be advertised in **The New York State Contract Reporter** (NYSCR) for at least three weeks (15 business days) before the opening of the bids. Additionally, the Sponsor is encouraged to place additional advertisements in other appropriate publications (e.g., local newspapers, trade journals). The use of several forms of advertising publications will help avoid a single bidder, as well as give more opportunities to fulfill both DBE and EEO requirements. Advertising costs should be charged to the construction phase. A Construction Advertisement Checklist and a sample Notice to Bidder – Advertisement to Bid indicates the information to be included in an advertisement (see **Appendix 14-7** and **Appendix 14-8**).

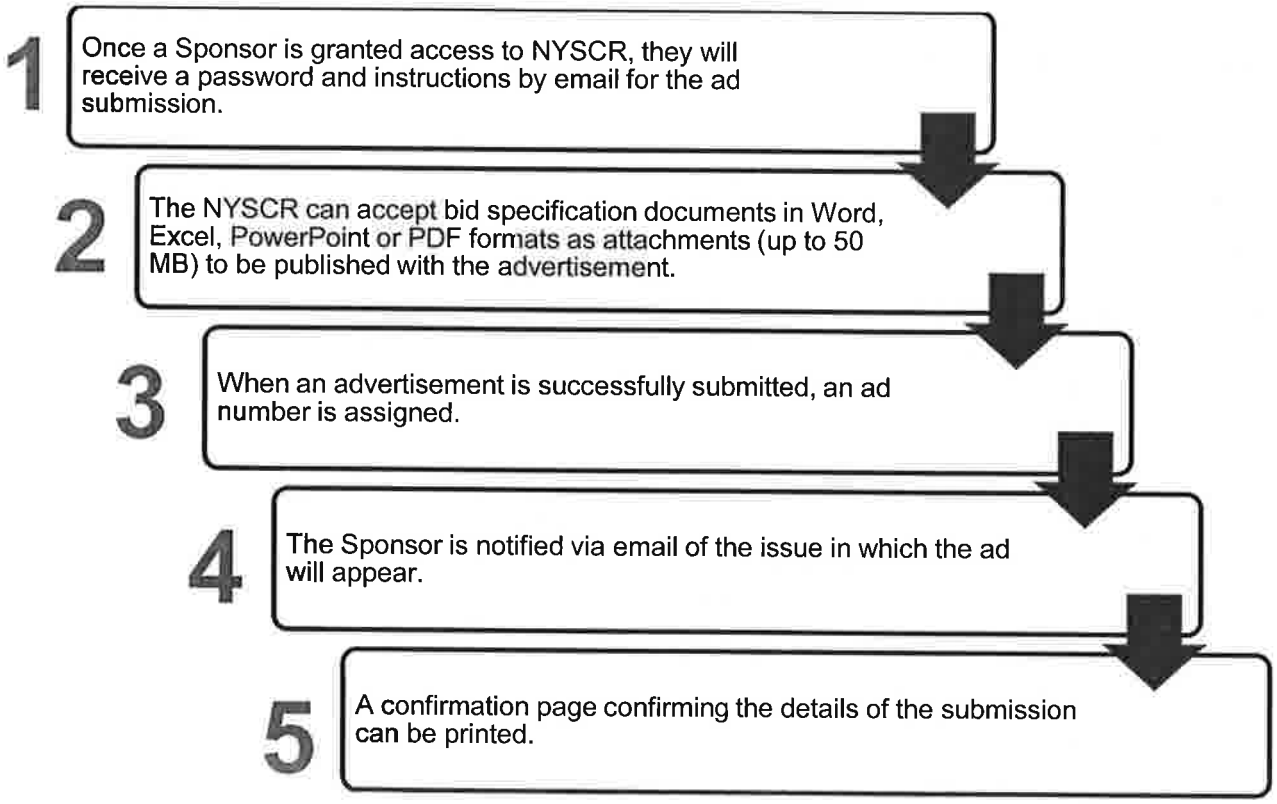
Construction contacts must be advertised in the New York State Contract Reporter.

The advertisement must identify the EEO goals for women and minorities in every contract regardless of fund source. The advertisement must identify DBE contract goals (federal funds), if applicable. If a 0% DBE goal is established, NYSDOT strongly encourages the use of DBE contractors wherever possible. If the contract is state-funded (non-federal funds) the advertisement must identify Minority/Women-Owned Business Enterprise (M/WBE) goals.

14.2.1 New York State Contract Reporter (NYSCR)

The NYSCR is an exclusively online publication requiring electronic submission of advertising content. To comply with federal requirements, all contracts with New York State (including locally administered federal aid transportation projects) for the procurement of goods and services must be published in the NYSCR. There is no fee for advertising or for viewing ads on the site. Sponsors must be registered before submitting advertisements and may do so from the **NYSCR registration website.**

Figure 14-1: Sponsor's New York State Contract Reporter Registration Steps



Additionally, the NYSCR can capture and provide in an Excel format, a list of registered users who viewed, bookmarked, opened bid documents, or opted to receive bid update notifications for the advertisement, including their contact information. All information exchanges with the NYSCR (email confirmations, downloaded spreadsheets, screen captures of advertisements, etc.) should be printed and kept in the project file.

The NYSCR is published on weekdays and new solicitations appear every morning. Any advertisement submitted successfully to the NYSCR on a given day appears the following business day. Advertisements submitted Friday, Saturday or Sunday appear on Monday, if it is not a legal holiday.

The earliest bid due date allowed in the ad insertion form shall be 15 business days (Monday-Friday) after the advertisement is published. The insertion, publication, and earliest due dates can be calculated by using the Publication Calculator Tool on the NYSCR's website. If an earlier bid due date becomes necessary, the Sponsor must get approval from the RLPL, with help from the NYSCR, which can be sought through the NYSCR Contact Us page, link provided in **Section 14.9 Reference** or by calling Empire State Development, Procurement Assistance Services/NYSCR at (518) 292-5266.

Contracts to be awarded on a sole source or single source basis must have prior approval from the Main Office Local Programs Bureau (LPB). If approved, they will also need to be advertised.

Sole source is a situation in which only one contractor can supply the goods or services.

Single source is when two or more contractors can supply the goods or services, but one is selected over the others because of distinguishable expertise, previous experience with similar contracts, etc.

14.2.2 Instructions to Bidders Regarding Proposed DBE Participation

Revision to **NYSDOT Standard Specification Section 102-12**, participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and estimated commitment amount. To assist the Sponsor with collecting this information, see **Appendix 14-9, Proposed DBE Commitment**.

14.3 AMENDMENTS

An amendment is a formal modification of a proposed contract, issued after the advertisement publication date, and prior to the opening of bids. The Sponsor shall have a process in place to ensure all plan holders and NYSDOT receive amendments when issued.

The Sponsor shall have a process in place to ensure all plan holders and NYSDOT receive amendments when issued.

The following should be considered when a Sponsor is contemplating amending a contract:

- If significant changes to the scope or scale are necessary, the Sponsor should seek advice from the RLPL (changes may require FHWA approval if the project is on the NHS or a Project of Division Interest). If the changes are not allowed or appropriate to be incorporated by amendment the Sponsor should cancel the advertisement, redesign the project, and then re-let the project.
- An amendment should be issued when the following errors are discovered:
    - Any contract pay-item quantity change of ±20% in Engineer's Estimate.
    - Any contract pay-item quantity change, multiplied by the estimated unit price (or change in a lump sum item), which alters the total engineer's estimate by more than ±1%.
    - DBE goal incorrectly stated in the contract.
    - EEO goals incorrectly stated in the contract.

14.4 BID LETTING AND BID ANALYSIS

Per **23 CFR 635.113(a)**:

> "*All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.*"

If the proposal includes alternate bidding procedures, the contract budget and alternate bidding award procedures must be declared before opening bids and the announcement of the apparent low bidder (see **LPM Section 12.5.9**). After all bid totals have been read aloud, the apparent low bidder is announced, and all bidders are informed that award is pending a complete bid analysis including mathematical verification and affirmation that the low bidder is responsible. The bid analysis shall be concluded, and contract award shall be made within 45 days as noted in **New York State Finance Law Section 140** and **NYS General Municipal Law Section 105**. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration.

Bids must be publicly opened and read aloud.

Negotiation with any bidder (i.e., adjusting quantities, changing unit prices, adding, and subtracting work, etc.) before contract award is prohibited per **23 CFR 635.113(a)**.

The Sponsor should use **Appendix 14-6, After Letting Checklist**, as a resource for the necessary steps and documentation from Letting to Award.

14.4.1 Bidder Responsibility

For all federal aid contracts, determination of whether or not a business entity is a "responsible bidder" is made using the guidelines established by **9 NYCRR 4.170** whereby a contractor/vendor may be deemed "not responsible."

The following must be verified as part of the bidder responsibility review by the Sponsor:

- For all contracts, the **New York State Uniform Contracting Questionnaire (CCA-2)** is used in the qualification of an entity as a "responsible bidder."
    1. The NYSDOT Contract Management Bureau is responsible for reviewing and approving the CCA-2 questionnaire. After the low bidder is determined, the Sponsor should contact the RLPL as soon as possible to see if a CCA-2 is on file for the bidder. If not, a questionnaire shall be completed by the low bidder and submitted to the Contract Management Bureau as instructed. A link to the CCA-2 questionnaire is on **NYSDOT's website**. Similar checks must be conducted on subcontractors (see **LPM Chapter 15**). RLPLs should access the **AASHTOWare Project Preconstruction database** to confirm that a vendor (contractor and subcontractors) has an approved CCA-2 on file.
    2. The United States General Services Administration's System for Award Management (SAM) **Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.**
    3. NYS Department of Labor's monthly **List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.**
    4. NYS Department of State's **Corporation/Business Entity Database** to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
        - The Sponsor should print out the result of their search of the above databases and keep it in the project files. Acknowledgment of certification is noted in the "Bid Opening, Verification, and Sponsor Recommendation" letter (**Appendix 14-1**) to be provided with the Award Package as noted in **Section 14.7**.
    5. Office of Safety and Health Administration (OSHA) website for **safety violations for a given firm.**
    6. In the event, there is an OSHA violation against the low bidder, it should not be an automatic disqualification. Provide a discussion indicating the violation, if it has been addressed or is being addressed as a statement to be provided with the Award Package as noted in Section 14.7.

14.4.2 Bid Analysis

The Sponsor must conduct a bid analysis to ensure that the apparent low bid is responsible and reasonable and that the contract award will best promote the public interest. The preparation of a Tabulation of Bids (see **Appendix 14-4**) should be completed to include all bidders. A bid analysis generally consists of a comparative review between the Engineer's Estimate and the apparent low bidder's bid to determine if item quantities and prices are accurate and if assumptions made during the estimate process were valid. Information relative to the other bidders in the Tabulation of Bids is of value during the bid analysis if significant variations become apparent between the apparent low bid and the Engineer's Estimate.

The following steps must be performed for each contract as part of the bid analysis:

1. Review the bid items that are 25% over or under the Engineer's Estimate and look for potential errors.

   A significant difference between the Engineer's Estimate and the total contract or item bid price by the apparent low bidder may indicate issues with commodity prices or regional work volume in the construction market. The distribution of bidders may indicate market conditions and competition relative to an individual project. A low total contract bid price by a bidder relative to other bidders closer to the Engineer's Estimate may suggest a misinterpretation of the bid documents by the Low Bidder; or simply that the Low Bidder has limited work and is bidding work closer to cost.

2. Evaluate items with high bid costs to determine if there is an omission or error in the plans or specifications. If something unusual is found, review the quantity to determine if there is a possibility there is an error in the quantity or in the unit price used in the Engineer's Estimate. If the item appears to be in question, contact the Project Designer/Engineer of Record.

   Evaluate high bid items where the quantity is relatively small, the item may be a low productivity item and may, therefore, cost more than a typical weighted average or estimated price. The item should be compared with the other bidder's prices and if it still seems unusual, further analysis is necessary.

   Note circumstances where quantity changes could affect the ranking of the bidders if corrections/changes are made to the quantities. If post-award changes are anticipated that would change the ranking of the bidders, it should be recommended that all bids be rejected.

3. Evaluate bids with significant variations from the Engineer's Estimate, among the bidders, or noted in Step 1, review the items having the largest dollar amount differential for jobs with overall bids 15% higher or lower than the Engineer's Estimate. Include in the review, the analysis of the B portion of an A+B Contract when the difference is more than 50%. For contracts with multiple B time periods, evaluate any B time period that is more than 50% below the Engineer's Estimate.

Determine if any bid prices are obviously unbalanced to the potential detriment of the Sponsor and contract execution. (For example, if the obviously unbalanced bid prices are all for items which will occur at the beginning of the contract, and the Contractor defaulted, the Sponsor may be in a difficult position to recover payments made.) Base the analysis on verification of quantities, discussions with the apparent low bidder about whether the general location of the contract is convenient for the apparent low bidder and whether the apparent low bidder will ultimately yield the lowest cost.

Any discussion with the apparent low bidder during procurement is subject to **New York State Procurement Guidelines**, as stated in **Article 11 of New York State Finance Law**. Negotiations with contractors, during the period following the opening of bids and before the award of the contract, shall not be permitted per **23 CFR 635.113(a)**. Discussions should be factual without discussion of the other bids or the Sponsor's contract award intentions. Contacting the apparent low bidder should not be a routine practice. If the low bidder cannot justify the unbalanced item(s), the contract should be considered for rejection. It may be very difficult to justify the removal of the low bidder with a recommendation to award to the second bidder if items are not significantly unbalanced. Once an award recommendation is reached, detailed justification must be provided to the RLPL. Though the bid may not be desirable, it may be acceptable.

When the Sponsor has some objection to the apparent low bidder or needs more time to evaluate qualifications of the apparent low bidder, the RLPL must be notified as soon as possible of the objection with a summary of the justifiable reasons. The RLPL will then notify the NYSDOT MO-Local Programs Bureau via email at: MO-LocalProgramsBureau@dot.ny.gov. If the Sponsor has concerns with an apparent low bidder, documentation supporting the concerns should be provided to NYSDOT.

14.4.3 Reasonableness Justification

When the apparent low bid is more than 15% higher or lower than the Engineers Estimate a reasonable justification is to be included in the bid analysis. Where the bid is 15% higher, the justification should focus on notable differences between the low bid and Engineer's Estimate for specific items and should discuss the apparent reasons such differences exist and any inherent risks. Where lower, the justification should focus on the experience of the apparent low bidder and its ability to complete the contract according to 9 NYCRR 4.170. If it is determined that changes to the Engineer's Estimate would be appropriate based on bid analysis findings, provide descriptions of the revisions to prices for each item that is revised and a revised total of the Engineer's Estimate. All revision descriptions must include dollar amounts and not general statements.

A reasonableness justification shall include all of the following:

1. Consider the structural assessment review performed by the structural designer, if applicable. Justify if the determination does not coincide with the "recommendation to award" by the structural designer.
2. Determine whether the contract can be divided into smaller segments or stages of construction, combined with work in a larger contract, or if there are changes in the contract requirements that can be made to reduce the cost of work or produce more competition.
3. Determine whether a contract is essential and whether the delay resulting from canceling and re-letting would not be in the best public interest. Contracts considered essential include, but are not necessarily limited to safety contracts, which are to correct hazardous conditions to the traveling public, emergency repairs or replacement of damaged facilities.
4. Determine whether a timely award is required to complete staged construction, order materials, coordinate with and to allow other contracts (including other governmental and private contracts) to proceed, meet commitments made by the Sponsor, or to complete a facility in its entirety.
5. Determine if a delay would result in a substantial impact on the contract completion date or extend the contract beyond the contract completion date, over the winter and into the next construction season, thereby increasing the contract cost.
6. Determine whether the general location of the contract is saturated with similar types of construction contracts, thus tending to reduce competition.
7. Determine whether a shortage of construction labor, equipment or specialty capability and experience exists in the contract area, resulting in a general increase in bid prices.
8. Make a recommendation as to whether to award the contract.

14.4.4 Single Bid Analysis

For all contracts where only one bid has been received, the Sponsor should ascertain the potential for increased bidding if the contract were rebid, by examining the list of plan buyers for other potential bidders. Potential bidders should be contacted for their reasons for not bidding. Based on such discussion, determine whether revisions to the contract requirements could result in lower bids through increased competition or clarification of ambiguities. The Sponsor should determine whether the contract is essential and the potential for increased bidding if the contract were to be rebid. The Sponsor will provide the RLPL with the analysis and their determination on how they plan to proceed. The RLPL will review the analysis and provide the Sponsor with an acknowledgment and what steps are necessary. If the Sponsor has proposed to rebid the project, then the RLPL must be advised and concur with the process. The Sponsor will need to provide modified contract bid documents as outlined in LPM Chapter 12 before receiving authorization to re-advertise the project. If the Sponsor has proposed to not rebid based on their analysis and concurrence with the RLPL, the Sponsor will proceed with the award process.

14.4.5 Rejection of All Bids

It may be necessary to reject all bids. Reasons to reject all bids are:

- Inadequate competition due to a limited number of bidders,
- High bids due to unclear requirements,
- Bids where additional costs could not be justified; or
- Other circumstances such as permits not being received.

A written discussion provided to the RLPL should include reasons why the Sponsor believes that they will receive better bids if the contract is re-let, or what changes will be made to secure more competitive bid prices, such as the bidding environment or time of the year when the job will be let. If after consultation and written concurrence with NYSDOT, all bids are rejected by the Sponsor, the Sponsor must notify all bidders.

14.4.6 Bidder Error

Occasionally a bidder will inadvertently err so severely that it is not reasonable to expect contract fulfillment. **General Municipal Law 103(11)** "Advertising for bids; letting of contracts; criminal conspiracies" sets forth requirements to excuse a bidder for an error in bidding and to proceed to the next lowest responsible bidder:

> *Bid mistake, public projects. (a) In all contracts governed by this section, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer or subdivision in status quo ante. (b) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the awarding officer, board or agency may, in its discretion, award the contract to the next lowest responsible bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.*

14.4.7 Move to Second Bidder

On occasion, the Sponsor will proceed to the second bidder. These occasions are:

- Bidder Error as noted in **Section 14.4.6**.
- Verified documentation determining that the apparent low bidder is not a 'responsible bidder'.
- Documented justification of objection to the apparent low bidder by Sponsor.
- Failure of the apparent low bidder to provide adequate and timely documentation to a Good Faith Effort per Standard Specification 102-12.
- Failure of the apparent low bidder to provide adequate justification to a significantly unbalanced bid proposal.

If the Sponsor moves to the apparent second low bidder, the Sponsor must provide the justification to the RLPL. Once the RLPL has concurred, the Sponsor will complete the bidder responsibility and analysis (**Sections 14.4.1** through **14.4.1.3**) for the second bidder. Documentation concurring with the move to the second bidder should be provided with the Award package.

14.5 PRE-AWARD CIVIL RIGHTS RESPONSIBILITIES

The Sponsor must monitor and report on the contract's DBE participation. There are three distinct stages of DBE participation: goals, commitments, and attainments. Goals are established prior to letting in the contract documents as a percentage of the contract bid price. After contract letting, the goal is expressed as a dollar amount. During the pre-award process, the apparent low bidder provided their agreed-upon DBE commitment as a dollar amount on **Appendix 14-9, Form AAP 14**. After the contract award, attainment is measured after completion of the work in dollars paid to certified DBEs.

To comply with Federal Aid Civil Rights requirements, NYSDOT utilizes the Civil Rights monitoring and reporting software, Equitable Business Opportunity Solutions (EBO). It is the Sponsor's responsibility during pre-award to confirm that the apparent low bidder has committed to meeting the DBE participation goal or has demonstrated good faith efforts to do so. If the apparent low bidder has not met the goal, a review of good faith efforts (GFE) and concurrence from the RLPL and NYSDOT's Main Office Local Programs Bureau is required. If the apparent low bidder fails to provide DBE commitment or provide a GFE pre-award, the Sponsor can move to the second low bidder.

Sponsor is responsible for confirming apparent low bidder's commitment to DBE participation goal.

Sponsors should note that in accordance with **NYSDOT Standard Specifications 105-21 Civil Rights Monitoring and Reporting**, the Contractor must submit timely, accurate and complete data using EBO.

14.5.1 Equitable Business Opportunity (EBO)

Project entry into EBO is required during pre-award once the low bidder has been identified. The following steps are to be completed before the submittal of the Award Package to the RLPL and before award of the contract:

1. After the identification of the apparent low bidder, the Sponsor will immediately submit the "Contract Template" (contract's items, quantities, low bid prices, and apparent low bidder information) to the RLPL, utilizing the **FA DBE EBO Template Construction** and confirm the correct Units of Measure for a seamless upload into the Civil Rights reporting software, EBO.
2. The RLPL will perform a Quality Assurance review on the Contract Template to determine if the header information has been completed and that the units of measure being used are correct. If there are errors, the RLPL will return the template to the Sponsor for correction. The RLPL will submit the completed Contract Template via email to localprograms.ebo@dot.ny.gov for upload into EBO.
3. Main Office Local Programs Bureau will notify the RLPL who will then notify the Sponsor that the Template has been successfully loaded into EBO.
4. The Sponsor will notify the apparent low bidder that the contract has been initialized in EBO.
5. The low bidder must enter their complete DBE participation package in EBO within 5 (five) calendar days from the date of the bid opening, or risk having their bid declared non-responsive.
6. The Sponsor and RLPL must review the pre-award participation data in EBO to confirm that the DBE goal is met.
7. If the DBE goal is not met, the low bidder must provide documentation of Good Faith Efforts (GFE) to the Sponsor. The Sponsor will forward copies and any other additional information, to the RLPL for concurrence with NYSDOT's Main Office of Civil Rights as detailed in **Section 14.5.2** titled "Good Faith Efforts (GFE)."

The following pre-award participation data in EBO must be reviewed for completeness and accuracy by the Sponsor:

- All proposed DBEs are listed in the **New York State Unified Certification Program (UCP)** Directory.
- All proposed DBEs are listed in the UCP Directory to perform the work that they are being proposed to perform (NOTE: If there are no NYSDOT Work codes indicated on the DBE's Certification, if NYSDOT work codes do not match the contract pay items, or if they are not being used, then the NAICS codes should be reviewed against the proposed work.)

- All proposed DBE participation is identified with the correct work type such as construction, material supplier, professional services, etc.
- A completed **AAP 22 DBE Material Supplier Commitment Information** form is submitted for each proposed DBE material supplier as part of the award package; this form can be found at **NYSDOT's Office of Construction - Forms**. Information should be entered into EBO.
- A completed **AAP 23 DBE Trucking Commitment Information** form is submitted for each proposed DBE trucking firm as part of the award package; this form can be found at the above website. Information should be entered into EBO.
- All proposed trucking utilization is supported by trucking data entered in EBO.
- All partial items are explained in writing and submitted to RLPL.
- All proposed DBEs acknowledged their respective proposed participation in EBO.

14.5.2 Good Faith Efforts (GFE)

If the apparent low bidder does not meet the DBE goal, the apparent low bidder must document that it conducted adequate GFE to achieve the goal.

Once the apparent low bidder has supplied the GFE documentation, the Sponsor will forward copies and any other additional information, to the RLPL for concurrence by NYSDOT's Main Office of Civil Rights. Once NYSDOT's review is complete and the Sponsor notified, the Sponsor shall approve the pre-award DBE participation in EBO and will proceed with its award process.

The Sponsor shall not award the project to the apparent low bidder until concurrence is received from NYSDOT of both the GFE and Award Package. Notice to Proceed issued by the Sponsor to the apparent low bidder prior to NYSDOT issuing Authorization to Proceed without NYSDOT review and concurrence may result in a loss of federal aid.

The Sponsor shall not award the project until concurrence is received from NYSDOT of both the Award Package and GFE.

The apparent low bidder should provide a comprehensive GFE package to the Sponsor. The GFE supporting documentation includes, but is not limited to, the following:

- **Form AAP 10 D/M/WBE Solicitation Log.**
- Copies of correspondence, faxes, and e-mails sent to prospective DBEs.
- Copies of advertisements (e.g., newspaper ads).
- Copies of quotes from non-selected DBEs as well as quotes from the selected non-DBEs.

At a minimum, the Sponsor should perform the following analysis for GFE and provide a summary when transmitting to the RLPL:

- Check the DBE certification status of each firm contacted.
- If the firm cannot be found in the UCP Directory, confirm the certification status with the certifying agency responsible for the firm. Never accept copies, faxes, or scans of certification letters.

Compare the work in the contract against:

- Work for which DBEs were solicited.
- Work that the DBEs are listed to perform.
- Compare the location of each DBE firm to ensure an exhaustive search was performed for each item, within an appropriate radius of the project in accordance with **NYSDOT Standard Specification §102-12(G)**.
- Identify available participation opportunities and compare them against the type of work solicited.
- Ensure all types of DBE firms were solicited including, material supply, manufacturing, fabrication, professional services, etc.
- Cross-reference letters, faxes, **AAP 10**, etc.

Compare the DBE's price against:

- Engineer's Estimate
- Bid price
- **Weighted Average Item Price Report data**

Where does the DBE's price fall in comparison to all the above:

- Contact a sample of the firms listed on the AAP 10 to verify solicitation effort stated in the solicitation log and other documents:
    - When contacted.
    - By whom.
    - By what method(s).
    - How many times.
    - For what work.
    - Was quote/bid submitted.
    - Were plans provided/made available – how and when?
- Low bidder's follow-through.
- Compare all efforts against **Appendix A, Standard Clauses for NYS Contracts** to **49 CFR 26**.

The Sponsor should discuss any document deficiencies with the apparent low bidder. If the Sponsor is satisfied, the documentation is provided to the RLPL for concurrence with the Office of Civil Rights.

If the Sponsor determines that the low bidder did not conduct adequate GFE, it should present its recommendation with this analysis and supporting documentation to its management as well as to the RLPL in a narrative which should include:

- State the specific non-compliance actions.
- Cite the specification and regulation for each non-compliance action or class of actions.
- Provide calculations of the amount achieved toward the DBE goal and the difference.
- Provide an analysis of the feasibility of the DBE goal.
- Provide a timeline or chronology of events.
- Calculations of the difference between the first and second low bidders.
- Any other relevant information.

The Sponsor must follow its administrative process and document its steps and actions. If it is determined that the low bidder did not conduct adequate GFE, the Sponsor may disqualify the low bidder and request from the RLPL concurrence to award to the second low bidder who has successfully met the DBE goal or has submitted sufficient GFE.

The DBE goal is in effect for the duration of the contract. If the DBE goal is not met at the time of award and was awarded based on a GFE, then the Sponsor must ensure Good Faith Efforts are made throughout the life of the contract. The contractor will be required to continue to solicit DBE firms for participation in the contract and document those efforts. The Sponsor will continue collecting the additional GFE documentation from the contractor throughout the duration of the contract, or until the DBE goal is met.

The DBE Attainment Report from EBO shall be submitted with the Sponsor's request(s) for reimbursement. See **LPM Chapter 5** for reimbursement instructions.

14.6 BRIDGE CONSTRUCTION UNIT COST DATA (IF APPLICABLE)

Annually, all states are required to submit to Federal Highway Administration (FHWA) bridge construction unit costs for all new and replacement bridges constructed using any federal funds. The FHWA requirement does not pertain to bridge rehabilitations, superstructure replacements, or pedestrian bridges.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included. This data must be provided to NYSDOT when the contract is awarded.

The Bridge Construction Unit Cost Datasheet (see **Appendix 14-2** for a sample) must be provided to the RLPL, who forwards them to NYSDOT's Main Office. The collected data is provided to FHWA for their program analysis.

14.7 AWARD PACKAGE

NYSDOT delegated oversight authority by FHWA, is responsible for the construction of all Federal-aid projects. When the project is not on the National Highway System or State Highway System, NYSDOT is not relieved of overall project responsibility, thus the Sponsor must submit a Contract Award Package to the RLPL requesting a Concurrence in Award letter.

The following items are to be included in the Contract Award Package (see **Appendix 14-3** for the Contract Award Checklist):

- Bid Opening, Verification, and Sponsor Recommendation Letter (see **Appendix 14-1**) and attachments.
- Proof of Advertising which consists of the ad from the Contract Reporter, local newspaper, and copies of any other advertisements placed, whether in hard copy or electronic media. (see **LPM Section 14.2 Advertising**).
- Copy of all amendments issued:
    - Amendments distribution records showing that all amendments were sent to all plan buyers.
    - A record showing receipt of amendments by plan holders/bidders.
- A list of plan holders.
- Copy of notarized and signed proposal of the verified apparent low bidder.
- Copy of Certificate of Insurances – Workers Compensation and Disability Benefits (see **LPM Chapter 12.3.8**).
- Copy of bond and/or bid deposit.
- Signed Non-Collusive Bidding Certification (see **Appendix 12-1.14**).
- Signed Disclosure of Lobbying Activities Forms (see **Appendix 12-1.7**).
- Copy of the confirmation of an approved CCA-2 New York State Uniform Contracting Questionnaire.
- Certification of apparent low bidder responsibility (see **Section 14.4.1 Bidder Responsibility**).
- Bid analysis completed by Sponsor (see **Section 14.4.2**).
- Description from the Sponsor concerning how it intends to inspect and provide quality assurance and quality control, as noted in the approved CMP.

- Bridge Construction Unit Cost Data (required for all projects with new or replacement bridges, (see **Appendix 14-2**).
- Documentation demonstrating that the low bidder met their responsibility for Equal Employment Opportunity (EEO) participation (**AAP 33** from EBO).
- DBE participation documented on AAP 14 (**Appendix 14-9**) – EBO utilized, and DBEs have acknowledged work. The Concurrence of proposed DBE participation by the RLPL prior to award.
- GFE documentation, if the DBE goal appears - the Sponsor cannot award the contract until NYSDOT's Office of Diversity and Opportunity concurs with the GFE.
- DBE trucking information in EBO if trucking is utilized from EBO.
- DBE Material Supplier Commitment Information (**AAP 22**) if DBE material suppliers are utilized.
- DBE Trucking Commitment Information (**AAP 23**), if DBE trucking firms are utilized
- Identification of Affirmative Action Representatives in EBO (not required for suppliers)
- Documentation demonstrating that the low bidder met their responsibility for DBE participation when goals were established. See **NYSDOT Contract Administration Manual (CAM) §102-12** and **LPM Chapter 13 Civil Rights Requirements**.

Sponsors must submit the Award Package for review prior to the award of the contract in order for the RLPL to conduct their review. RLPL will review and issue a Concurrence in Award letter when all questions and comments have been addressed.

14.8 CONTRACT AWARD

Federal aid contracts shall be awarded only based on the lowest responsive bid submitted by a bidder meeting the criteria of responsibility established by NYSDOT, in accordance with "Licensing and qualification of contractors per **23 CFR 635.114(a)**. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration as noted in **140 of the State Finance Law** and **Section 105 NYS General Municipal Law**.

Contracts are awarded based on the lowest responsible bidder.

The Sponsor must certify in writing that all items in the award documentation package have been addressed and request a Concurrence in Award letter from the RLPL. In support of the Sponsor's request, the Sponsor must summarize the results of their bid analysis and highlight any irregularities that may have been identified using the Tabulation of Bids (see **Appendix 14-5**). The summary must include the bid tabulations of the project, showing bid item details for at least the low three acceptable bids and the total amounts of all other acceptable bids. After receiving

the Concurrence in Award letter from the RLPL, the Sponsor may award the contract, provide notification of the award to the RLPL, and schedule a Pre-Construction Kick-off meeting to which the RLPL needs to attend.

For projects on the NHS System, Sponsors must contact the RLPL for additional requirements. See **PDM Chapter 4, Table 4-3**. Concurrence in the award is a prerequisite to federal participation in construction costs and, unless specifically stated otherwise, constitutes authority to proceed with construction **23 CFR 635.114(b)**. The Concurrence in Award Letter must be retained as part of the project record by both the Sponsor and the RLPL.

14.9 REFERENCES, CHAPTER 14 ADVERTISEMENT, CONTRACT LETTING, AND AWARD

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
23 CFR § 230, External Programs	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-part230.xml
23 CFR § 635.104, Method of Construction	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec635-104.xml
23 CFR § 635.112, Advertising for Bids and Proposals	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec635-112.xml
23 CFR § 635.113(a), Bid Opening and Bid Tabulations	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec635-113.xml
23 CFR § 635.114(a) and (b), Award of Concurrence	23 CFR 635.114(a)(b)
49 CFR § 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml
STATE AND GENERAL MUNICIPAL LAWS & REGULATIONS	
9 New York State Code, Rules, and Regulations (NYCRR) § 4.170, Executive Order No. 170, Establishing Uniform Guidelines for Determining the Responsibility of Bidders	https://govt.westlaw.com/nycrr/Document/I4efcdfd1cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1
New York State Finance Law, Chapter 56, Article 9 § 140, Disposition of Deposit Accompanying Bid	https://www.nysenate.gov/legislation/laws/STF/140
New York State Finance Law, Chapter 56, Article 11, State Purchasing	https://www.nysenate.gov/legislation/laws/STF/A11
New York State General Municipal Law, Chapter 24, Article 5-A § 103, Advertising for Bids and Offers; Letting of Contracts; Criminal Conspiracies	https://www.nysenate.gov/legislation/laws/GMU/103

New York State General Municipal Law, Chapter 24, Article 5-A § 103-11, Advertising for Bids and Offers; Letting of Contracts; Criminal Conspiracies	https://www.nysenate.gov/legislation/laws/GMU/103
New York State General Municipal Law, Chapter 24, Article 5-A § 105, Disposition of Deposit Accompanying Bid	https://www.nysenate.gov/legislation/laws/GMU/105
New York State Office of General Services, New York State Procurement Guidelines	https://ogs.ny.gov/system/files/documents/2018/08/psnys-procurement-guidelines.pdf

NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
NYSDOT, Contract Administration Manual (CAM) § 102-12, DBE/MBE/WBE/SDVOB Participation	https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/CAM_Sect102-12.pdf
NYSDOT, Doing Business with NYSDOT>Construction Contractors	https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info
NYSDOT, Federal Aid EBO Template (DBE)	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights
NYSDOT, Local Project Manual (LPM), Chapter 5, Accounting and Reimbursement Procedures	https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1402
NYSDOT, Local Project Manual (LPM), Chapter 12, Construction Contract Requirements	https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1435
NYSDOT, Local Project Manual (LPM), Chapter 13, Civil Rights Requirements	https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1423
NYSDOT, Local Project Manual (LPM), Chapter 15, Administer Construction Contracts	https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1415
NYSDOT, Office of Construction, Forms. (Forms AAP 10, AAP 14, AAP 22, AAP 23, AAP 33 can be found here)	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
NYSDOT, Project Development Manual (PDM), Chapter 4, Table 4-3, Project Design Phases	https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm

NYSDOT, Standard Specifications, § 102-12, D/M/WBE Participation	https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/espec1-9-14english_0.pdf
NYSDOT, Standard Specifications, § 105-21, Civil Rights Monitoring and Reporting	https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/espec1-9-14english_0.pdf
NYSDOT, Weighted Average Item Price Report Data	https://www.dot.ny.gov/divisions/engineering/design/dqab/waipr

ADDITIONAL RESOURCES

AASHTOWare Project Preconstruction	https://www.aashtowareproject.org/apr-precon
New York State Comptroller, For Profit Construction Questionnaire (CCA-2)	https://www.osc.state.ny.us/state-vendors/vendrep/profit-construction-questionnaire-cca-2
New York State Contract Reporter (NYSCR)	https://www.nyscr.ny.gov/
Registration Website	https://www.nyscr.ny.gov/register.cfm
Contact Us Page	https://www.nyscr.ny.gov/contactUs.cfm
New York State Department of Labor, Debarment List	https://apps.labor.ny.gov/EDList/searchPage.do
New York State Department of State, Existing Corporations and Businesses	https://dos.ny.gov/existing-corporations-and-businesses
New York State Empire State Development (ESD), Procurement Assistance Program, Contact Us	https://esd.ny.gov/procurement-assistance-program
United States Department of Labor, Occupational Safety and Health Administration, Establishment Search (safety violation search)	https://www.osha.gov/ords/imis/establishment.html
United States Department of Labor, Office of Federal Contract Compliance Programs, OFCCP Debarred Companies: List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid	https://www.dol.gov/agencies/ofccp/debarred-list
New York State Unified Certification Program (UCP) Directory	https://nysucp.newnycontracts.com/

New York State
Department of Transportation

Local Projects Manual

Chapter 14

Advertisement, Contract Letting, and Award

APPENDICES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

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Instructions: Guidance on Using This Shell

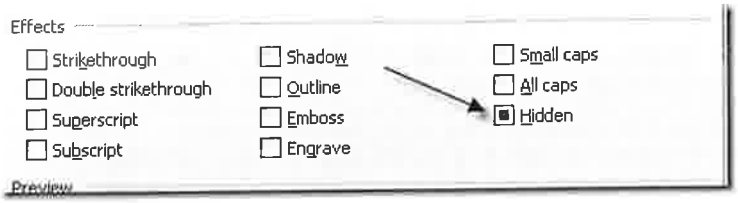
Guidance on using this shell (delete with use of the form):

Use of hidden text features:

- Hidden GREEN text instructs the writer of action to be taken or informs of important information.
  - GREEN TEXT is formatted as hidden text.
  - ALL GREEN TEXT IS TO REMAIN IN THE DOCUMENT AND MAY BE TURNED ON/OFF AS REQUIRED DURING DOCUMENT PREPARATION.
  - To turn hidden text on/off in MS Word, on the **Home** tab, in the **Paragraph** group, click **Show/Hide** (¶).



  - To reformat a portion of the hidden text so that it will be always viewable and print in Word:
    1. Highlight the portion you wish to unhide
    2. Right-click and select the down arrow for **Font…**
    3. In the **Effects** section, deselect **Hidden**
    4. Click **OK**



- BLACK text is to be included in the report (after selecting one of the choices and deleting the non-selected choices).
- RED text offers choices or requires adaptation; choose one or all paragraphs that apply or modify as necessary.
- BLUE text is hyperlinks to web pages.

Appendix 14-1: Bid Opening, Verification, and Sponsor Recommendation Letter

Place on Sponsor Letterhead

Support for Concurrence in Award

Date
RLPL Name
RLPL Address

RE: AWARD DOCUMENTATION
PIN, Project Name
BID OPENING, ANALYSIS, CERTIFICATION, AND RECOMMENDATION

Dear RLPL Name:

In accordance with Chapter 14 of NYSDOT's Local Projects Manual (LPM), the Sponsor has advertised, accepted bids, and completed the award process for the construction contract for the above-referenced locally-administered federal aid project including:

- Advertised, at least 15 business days before the bid opening in the NYS Contract Reporter;
- Indicated the Disadvantaged Business Enterprise (DBE) [or Minority/Women Business Enterprise (M/WBE)] goals in the ad;
- Opened bids and read them aloud in a public forum in accordance with standard competitive bidding procedures and requirements;
- Mathematically verified bids and determined if bids are responsive;
- Provided a tabulation of all bids received at a public bid opening (attached);
- Determined low bidder and, if applicable, the low bidder in accordance with approved alternate bidding procedures, if used;
- Evaluated responsibility of the low bidder in accordance with Section 14.4.1 of the LPM;
- Analyzed bids in accordance with Section 14.4.2 of the LPM (attached);
- Evaluated and ensured appropriate DBE [or M/WBE] participation by DBE [or M/WBE] firms listed on NYSDOT registry prior to award;
- Completed all outstanding items, if any, which were incomplete at the time Authorization to Proceed with Advertisement was issued (Right-of-Way, permits, Construction Management Plan, etc.);
- Submitted the Contract Award Documentation Package with the checklist, described in Section 14.7 of the LPM to the RLPL;
- All environmental permits and approvals have been secured except those identified in the contract documents as needing to be obtained and secured by the contractor;
- Justification of rejection of all bids (if applicable);

The following information is provided:

- Project authorized for advertising by NYSDOT on date;
- Project advertised for days business days beginning on date;
- Bid Opening was date;
- Contract Number is LD OSC Contract Number;
- # of bids were received;
- # of plan holders;
- The computation of bids was verified by: name of firm, individual on: date
- The construction is being inspected by: name of firm

Engineer's Estimate: $ XXX,XXX.XX DBE or [M/WBE] Goal X%

Bidders in rank order:

Rank	Bidder Name	Bid Amount	Contract Goal %
1	Const. Co. A	$ xxx, xxx.xx	%
2	Const. Co. B	$ xxx, xxx.xx	%
3	Const. Co. C	$ xxx, xxx.xx	%
4	Const. Co. D	$ xxx, xxx.xx	%
5	Const. Co. E	$ xxx, xxx.xx	%

The following irregularities were found: [note irregularities or indicate n/a]

The Lowest Responsible Bidder: Const. Co. A Low Bid: $XXX,XXX.XX

	Total Bid
Federal Share is	$xxx, xxx.xx
State share (if applicable) is	$xxx, xxx.xx
Local share (if applicable) is	$xxx, xxx.xx

☐ I recommend the award of the above contract to the lowest responsible bidder.

☐ I recommend the rejection of all bids.

Sincerely,

RLO – name, title
Sponsor

Attachments:
Appendix 14-3, Locally Administered Project Contract Award Checklist and documents
Appendix 14-4, Tabulation of Bids
Bid Analysis

Instructions: Guidance on Using This Shell

Guidance on using this shell (delete with use of the form):

Use of hidden text features:

- BLACK text is to be included in the report (after selecting one of the choices and deleting the non-selected choices).
- RED text offers choices or requires adaptation; choose one or all paragraphs that apply or modify as necessary.
- BLUE text is hyperlinks to web pages.

APPENDIX 14-2

BRIDGE CONSTRUCTION UNIT COSTS DATA

Appendix 14-2: Bridge Construction Unit Costs Data

BRIDGE CONSTRUCTION UNIT COSTS DATA

Description:	
Letting Date:	
Contract No.:	
County:	
BIN:	
PIN:	
Structure Type:	
Deck Area (SQFT):	

ITEM	ITEM DESCRIPTION	UNIT	COST/UNIT	QUANTITY	LOW BID

Appendix 14-3: Locally Administered Project Contract Award Checklist

Locally Administered Project Contract Award Checklist	
PIN: _____ Project: _____ Sponsor: _____ Federal Aid Project ☐ Non-Federal Aid Project ☐	Award Package Received by RLPL: __/__/__ Start Review on: __/__/__ Finish Review by: __/__/__ Project on NHS or State Highway? Y ☐ / N ☐ NEPA Re-Evaluation Completed on: __/__/__

Date Sponsor	Date RLPL	Complete	Required Items
__/__/__	__/__/__	☐	Proof of advertisement (Contract Reporter, local newspapers, etc.)
__/__/__	__/__/__	☐	Amendments issued:
__/__/__	__/__/__	☐	• No concerns with amendments.
__/__/__	__/__/__	☐	• Copy of receipt of amendments by all bidders.
__/__/__	__/__/__	☐	Bid Opening, Verification and Sponsor Recommendation Letter (LPM Appendix 14-1)
__/__/__	__/__/__	☐	• Copy of verified low bidder's signed bid sheets.
__/__/__	__/__/__	☐	• Mathematical verification of bids provided.
__/__/__	__/__/__	☐	• Engineer Estimate (EE) and unit bid prices for all bidders.
__/__/__	__/__/__	☐	• Recommendation of award by Responsible Local Official *(On NHS or State Highway System)*
__/__/__	__/__/__	☐	• List of Plan holders.
__/__/__	__/__/__	☐	Award or recommendation consistent with *LPM* approved alternate bidding process
__/__/__	__/__/__	☐	Bid analysis (LPM 14.4.2) – no collusion, no unbalancing for high bid/low bid items (25% over/under EE) and in certain cases major items.
__/__/__	__/__/__	☐	• Items 25% over/under EE reviewed.
__/__/__	__/__/__	☐	• Omissions or errors explained.
__/__/__	__/__/__	☐	• Quantity changes affecting ranking of bidders.

Date Sponsor	Date RLPL	Complete	Required Items
/ /	/ /	☐	• Significant variation from EE/unbalancing of unit prices explained.
/ /	/ /	☐ ☐ n/a	• Reasonable justification provided (LPM 14.4.3).
/ /	/ /	☐ ☐ n/a	Project Segments on the State or NHS (LPM 15.3.1.1.1). QC/QA Plan in place.
/ /	/ /	☐	Bidder Responsibility: (LPM 14.4.1) https://uscontractorregistration.com/ – use this to register to do business with U.S. government. http://www.osha.gov/pls/imis/establishment.html – use this to check if any OSHA violations. http://www.dos.ny.gov Go to "Corporations/State Records & Uniform Commercial codes", "Search for Corporations".
/ /	/ /	☐	• NYS Uniform Contracting Questionnaire (Form CCA-2) completed and on file with DOT .
/ /	/ /	☐	• Debarment History Certification https://apps.labor.ny.gov/EDList/searchPage.do.
/ /	/ /	☐	• Disclosure of Lobbying Activities form signed.
/ /	/ /	☐	• Non-collusive Bidding Certification form signed.
/ /	/ /	☐	Certificate of Insurances: Workers Compensation and Disability Benefits.
/ /	/ /	☐	Bond and/or Bid Deposit
DBE goal is _____ % (Federal Aid Project)			
/ /	/ /	☐	All DBE firms verified in NYS Unified Certification Program (UCP). https://nysucp.newnycontracts.com/
/ /	/ /	☐	All DBE firms certified for items of work they are proposed to perform.
/ /	/ /	☐	All DBE firms entered correctly, acknowledged and approved in EBO.
MBE goal is _____% (Non-Federal Aid Project Only)			
WBE goal is _____ % (Non-Federal Aid Project Only)			
M/WBE Waiver Request (Non-Federal Aid Project Only)			
		☐	All M/WBE firms verified.

D/M/WBE goal not met: (Federal and Non-Federal Aid Projects)			
Date Sponsor	**Date RLPL**	**Complete**	**Required Items**
/ /	/ /	☐ ☐ n/a	Good Faith Efforts documentation submitted:
/ /	/ /	☐	• Form AAP-10 D/M/WBE Subcontractor & Supplier Solicitation Log.
/ /	/ /	☐	• Correspondences, faxes, emails.
/ /	/ /	☐	• Advertisements (eg. Newspaper ads).
/ /	/ /	☐	• Quotes from non-selected/selected D/M/WBE's.
/ /	/ /	☐ ☐ n/a	• Good Faith Efforts documentation approved by Main Office Local Program Bureau (LPB).
/ /	/ /	☐	Award notification to Contractor (formal award documentation).
/ /	/ /	☐	Low bid broken down by fiscal and highway/bridge share.

For RLPL Use:		
Date RLPL	**Complete**	**Required Items**
/ /	☐ ☐ n/a	If EE greater than available capped funds, is assurance granted by Sponsor to fund difference with own funds?
/ /	☐ ☐ n/a	Explanation of cost increases adequate?
/ /	☐ ☐ n/a	If additional federal aid is requested/needed and applicable, has it been secured?
/ /	☐ ☐ n/a	Construction related costs (CI, RRFA, utility, etc.) are known.

Low Bid vs. Programmed Funds *(to be used in Award Notification Memo)*			
	Funding Source	**Programmed**	**Low Bid**
Construction Highway..... Bridge..... 100% Local ..... (*betterment, amount over capped funding, etc)* Utilities..... Total.....		$ $ $ $ $ $	$ $ $ $ $ $
Construction Inspection Who Performing:		$	$
Total Construction Phase		$	$
Let Date: Completion Date: EE: $ Award Date:			
Contractor: OSC D#: Construction FA #			
EE at time of letting matches Award EE *(If Award amount differs from EE at letting by > 10% and the additional bid analysis is not done, is federal funding affected? If not, then eliminate this checklist item. If so, then next step is to make sure appropriate bid analysis was done (> or < 10% of EE).*			

Any recommendations, unique, unusual, unfinished, (eg. ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Issues		
Regional Reviewer	Concern/Situation	Resolution/Date

APPENDIX 14-4

TABULATIONS OF BIDS

Appendix 14-4: Tabulation of Bids

Appendix 14-4

TABULATION OF BIDS
(SAMPLE)

Date:

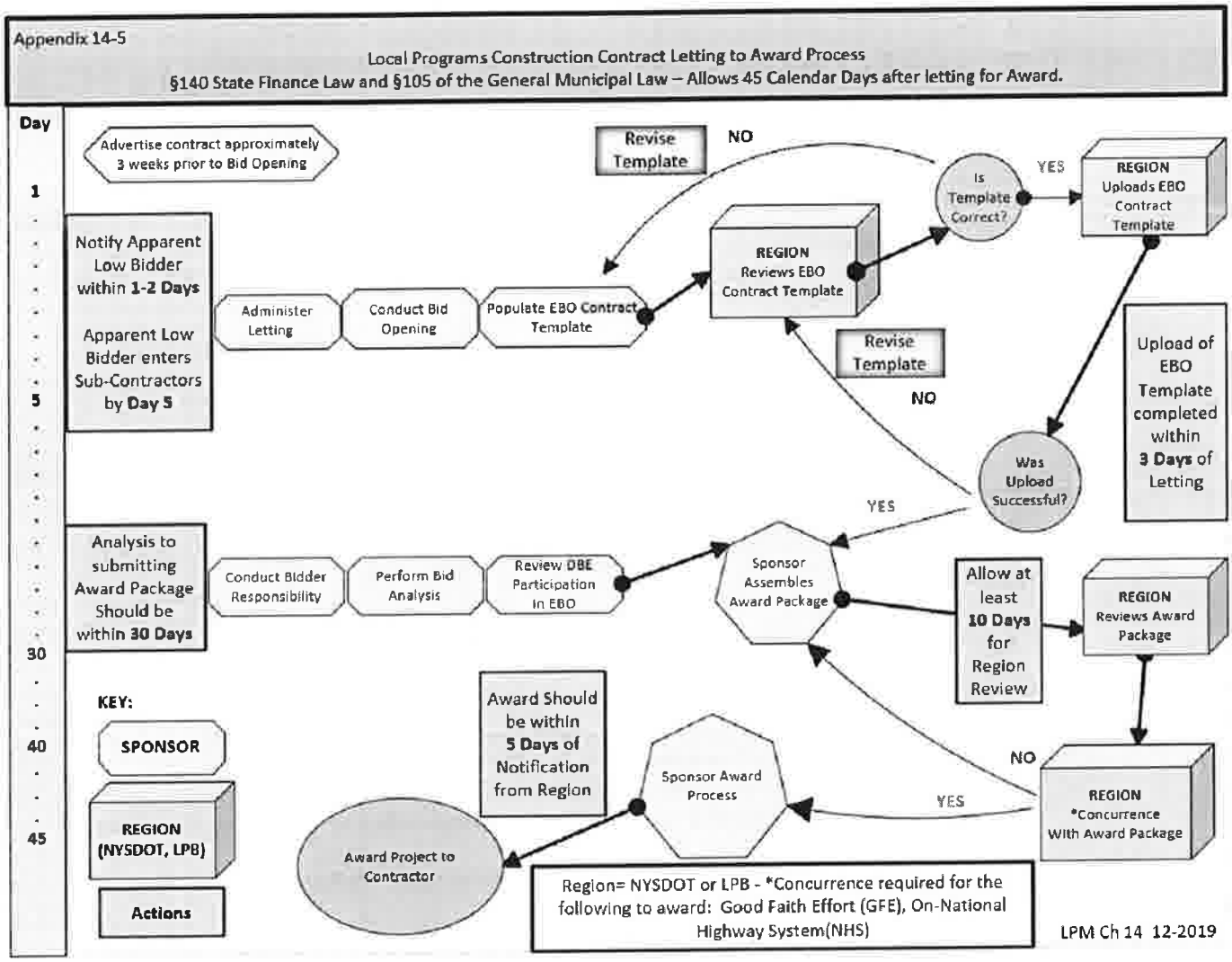
PIN:	
Project:	
Letting Date:	
Sponsor:	

						Bidder A			Bidder B			Bidder C	
Item	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Engineer's Estimate**	**Quantity**	**Unit Price**	**Total Cost**	**Quantity**	**Unit Price**	**Total Cost**	**Quantity**	**Unit Price**
201.06	CLEARING AND GRUBBING	L.S.			$0.00			$0.00			$0.00		
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF 150	L.F.			$0.00			$0.00			$0.00		
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	C.Y.			$0.00			$0.00			$0.00		
635.0203	CLEAN AND PREP OF PAVEMENT SURFACES - LETTERS	EA.			$0.00			$0.00			$0.00		
698.04	ASPHALT PRICE ADJUSTMENT	D-C			$0.00			$0.00			$0.00		
			Computed TOTAL:		**$0.00**			$0.00			$0.00		

APPENDIX 14-5

AWARD FLOWCHART

Appendix 14-5: Award Flowchart



Appendix 14-6: After Letting Checklist for Sponsor

Checklist - AFTER a PROJECT has BEEN LET, BUT NOT AWARDED	
Per §140 of the NY State Finance Law and §105 of the NYS General Municipal Law, 45 Calendar Days is allowed after letting to Award.	
PIN: _____ Project: _____ Sponsor: _____	Received by RLPL: __/__/____ Start Review on: __/__/____ Finish Review by: __/__/____

Within first 3 Days of letting: ***(Date Completed)***

- ☐ Unverified Low Bidder, number of Bidders, Engineer Estimate and Low Bid.
  - Sponsor provides the RLPL with the results of the letting **immediately** __/__/____
- ☐ Sponsor provides RLPL with **a single contact** for the award process. __/__/____
  - name, email address, and phone number.
- ☐ Sponsor verify bids. __/__/____
- ☐ Sponsor identifies Apparent Low Bidder ***within 2 calendar days***. __/__/____
- ☐ Sponsor performs bidder responsibility review ***within 2 calendar days***. __/__/____
  - For all contracts, the New York State Uniform Contracting Questionnaire (CCA-2) is used in the qualification of an entity as a "responsible bidder."
  - United States General Services Administration's System for Award Management (SAM) Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
  - NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.
  - NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
  - Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.
- ☐ Sponsor completes bidder responsibility review and informs Apparent Low Bidder ***within 2 calendar days***. __/__/____
- ☐ Sponsor compiles the "*Contract Template*" for entry into EBO and submits to RLPL ***within 3 calendar days***. __/__/____
  - Verify template to ensure that there are no errors; total of extended prices must match the Low Bid.

- The template can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights.

☐ Sponsor compiles "Award Documentation Package" for "lowest responsible bidder". ___/___/___

- See Local Program Manual, Chapter 14 – Advertisement, Contract Letting Award, Appendix 14-3 for a *"Locally Administered Project Contract Award Checklist"*

Within 5 calendar days of Letting (per NYS Standard Specifications Section 102-12, H.):

☐ Once EBO is set up, Apparent Low Bidder must enter Sub-Contractors, items and rates in EBO. ___/___/___

☐ Subcontractors must access EBO and acknowledge commitments. ___/___/___

☐ Sponsor must review and approve Subcontractors. ___/___/___

☐ Sponsor must inform RLPL once Subcontractors are approved and DBE Goal is met or submit GFE for approval. ___/___/___

☐ RLPL provides:

- Quality Assurance review on the Contract Templates and resolve errors. ___/___/___
- Forward Contract Template to Main Office Local Programs EBO Unit for upload (to localprograms.ebo@dot.ny.gov. ___/___/___

☐ Main Office Local Programs EBO Unit upload information from the Contract Template and notifies RLPL. ___/___/___

☐ RLPL notifies Sponsor of successful upload to EBO. ___/___/___

☐ Sponsor, Apparent Low Bidder and proposed Subcontractors who do not have EBO access must submit a request for access to the RLPL.

- Forms can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/Sponsor%20Request%20for%20EBO%20system%20login.rtf

Within 25 days of Letting:

☐ Sponsor submits the Assembled "Award Documentation Package" and checklist to the RLPL for review and Approval/Concurrence. __/__/__

☐ Sponsor updates the Construction Management Plan (CMP) as needed and provides to the RLPL. __/__/__

☐ The Sponsor can start working with the "lowest responsible bidder" on the contract agreement, bonds and insurances; do not execute an agreement yet.

- **WAIT** for the RLPL to get back to you regarding the review of the "Award Documentation Package" and further instructions.

Between 30 and 40 Days of Letting:

☐ RLPL receives **completed** Award Documentation Package. __/__/__

☐ RLPL completes review of Award Documentation Package and notifies Sponsor With a "Notification to Proceed with Award" Letter. __/__/__

☐ Sponsor Receives "Notification *to Proceed with Award*" from RLPL. __/__/__

Between 40 and 45 days from Letting:

☐ Sponsor provides the RLPL with the date contract awarded to the contractor. RLPL to have Local Programs EBO Unit enter date and indicate contract awarded in EBO. __/__/__

☐ Sponsor finalizes resolution, contract agreement, bonds and insurances, and highway work permit (if applicable). __/__/__

☐ Sponsor sends Contractor Notification of Award to RLPL. __/__/__

☐ Sponsor contacts RLPL to schedule a Pre-Construction meeting. __/__/__

APPENDIX 14-7

CONSTRUCTION ADVERTISEMENT CONTENT CHECKLIST

Appendix 14-7: Construction Advertisement Content Checklist

Construction Advertisement Content Checklist	
(To be placed in NYS Contract Reporter and Local Paper(s))	
PIN: OSC D# Project: Sponsor:	Start Review on: / / Finish Review by: / / Project on NHS or State Highway? ☐ Y / ☐ N

The following information must be included in the ad:	
Included	**Description of Information**
☐	NYSDOT (6-digit) Project Identification Number (PIN)
☐	Local Contract Number (if applicable)
☐	Owner/Contracting Party
☐	Address of the Letting Venue
☐	Date and Time of Letting
☐	Where to obtain contract documents; official bidder's list
☐	Address where to submit bids
☐	Process of issuing Amendments
☐	Time for Performance of Contract
☐	NYSDOT Standard Specifications version date (1/1; 5/1; 9/1) as noted in Contract Proposal
☐	Federal Aid Project (LPM – Local Projects Manual)
☐	DBE Goal – Even if ZERO
☐ ☐ N/A	MBE Goal (For non-federal aid Projects Only)
☐ ☐ N/A	WBE Goal (For non-federal aid Projects Only)
☐	EEO Goal - Minority (To be included for ALL projects)
☐	EEO Goal – Female (To be included for ALL projects)
☐	Requirement to use Equitable Business Opportunity (EBO) software
☐	Requirement to submit *New York State Uniform Contracting Questionnaire* (CCA-2) online for prime and subs

The following information must be included in the ad:	
Included	**Description of Information**
☐	Requirement to submit completed Non-Collusion Forms (Appendix 12-1A)
☐	Requirement to submit completed Lobbying Activities Form (Appendix 12-1A)
☐	NO indication of residential or geographical restrictions or warranties
☐	Bid Deposit/Security required
☐	Bid cannot be withdrawn within 45 days of letting
☐	Owner's rights to waive any informalities and to reject any and all bids
☐	Contact name, phone number and/or email for any questions
☐	Bidder to promptly notify contact of any errors, omissions, conflicts, ambiguity, etc. in/among contract documents

Appendix 14-8: Notice to Bidders – Advertisement of Bid

Notice is hereby given that the [**Sponsor**] will accept sealed bids for:

[Project description, location]
[PIN XXXX.XX]
[Contract Number]

The Owner is the [**Sponsor**] and the work site is/are located in the [**municipality**]. The projects limits extend from: [**location limits**]

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

This is a Federal Aid Project [**State Aid Project**] and NYSDOT Standard Specifications, officially finalized and adopted on [**date**] as posted on the New York State Department of Transportation's website must be followed by the successful bidder.
The DBE goal for this project is: [%]
There are no M/WBE goals for this project.
[OR]
The MBE goal for this project is: [%]
The WBE goal for this project is: [%]
There are no DBE goals for this project.
The EEO Employment goals for this project are: [%] Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at https://ebo.dot.ny.gov/.

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined, at no expense, at the office of: [**street address**] or at [**street address**] between the hours of [**xx:xx**]am and [**xx:xx**]pm Monday through Friday. Contract Documents are also available at [**insert link if applicable**].

(If applicable) USB drives containing digital versions of the plans and specifications may be obtained at: [**indicate location**] between the hours of [**xx:xx**]am and [**xx:xx**]pm Monday through Friday. There is no charge for USB drives. The [**Sponsor**] and [**Consultant**] (if applicable) will not mail any USB drives or any other Bid Documents. Pick up of USB drives or other Bid Documents must be arranged.

(If applicable) A site visit will be conducted on [**date**] at [**time**] at the following location: [**location**].

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from **[Sponsor, individual, consultant firm]** to Bidders listed on the official Plan Holders List. An emailed response from the Bidder to the Addendum sent by **[Sponsor, individual, consultant firm]** will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page **[xx-xx]** of the Bid Form and the Acknowledgement of Receipt of Addenda, page **[xx-xx]**. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to **[name, sponsor or name, consultant]** either through email at: **[email address]** or by telephone at **[area code, phone number]**. Bidders shall promptly notify **[name of contact]** of any errors, omissions, conflicts or ambiguity within the Contract Documents within **[xx]** days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a **[unit price]** bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at **[address of bid opening]** by **[time of bid opening]**, local time, on **[date of bid opening]** at which time they will be publicly opened and read aloud in the **[room location of bid opening]**. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **["BID: PROJECT TITLE"]**.

The Bidder to whom the Contract is awarded will be required to furnish Performance and Payment Bonds guaranteeing performance of work and prompt payment from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2,1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The [**Sponsor**] reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the [**Sponsor's Governing Body**] before any award of contract may be made. Receipt of bids by the [**Sponsor**] shall not be construed as authority to bind the [**Sponsor**].

The work will be substantially completed [**xx**] calendar days from Notice to Proceed and completed and ready for final payment on [**M/M/ DD/YYYY**].

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owners Contact
Name
Title
Address
Phone/Email

Engineer's Contact
Name
Title
Address
Phone/Email

Instructions: Guidance on Using This Shell

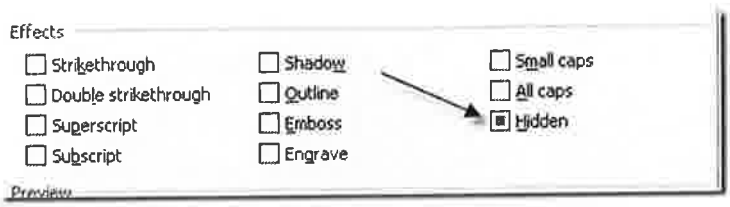
Guidance on using this shell (delete with use of the form):

Use of hidden text features:

- Hidden GREEN text instructs the writer of action to be taken or informs of important information.
  - GREEN TEXT is formatted as hidden text.
  - ALL GREEN TEXT IS TO REMAIN IN THE DOCUMENT AND MAY BE TURNED ON/OFF AS REQUIRED DURING DOCUMENT PREPARATION.
  - To turn hidden text on/off in MS Word, on the **Home** tab, in the **Paragraph** group, click **Show/Hide** (¶).



  - To reformat a portion of the hidden text so that it will be always viewable and print in Word:
    1. Highlight the portion you wish to unhide
    2. Right-click and select the down arrow for **Font...**
    3. In the **Effects** section, deselect **Hidden**
    4. Click **OK**



- BLACK text is to be included in the report (after selecting one of the choices and deleting the non-selected choices).
- RED text offers choices or requires adaptation; choose one or all paragraphs that apply or modify as necessary.
- BLUE text is hyperlinks to web pages.

APPENDIX 14-9

DBE COMMITMENT LETTER

Appendix 14-9: DBE Commitment Letter

Federal DBE Commitment and GFE Bid Requirements

Bidder's Letterhead

Letting Date

Sponsor's Name: Enter Sponsor's Name
Address: Enter Sponsor's Street Address
City , New York ZIP

RE: Project Description: Enter Project Description

Project Location:
Enter Project Location

PIN XXXX.XX
Contract Enter Contract #
DBE Goal Enter % **as Stated in the Advertisement**

Dear Enter Sponsor Contact Person,

We hereby submit a DBE commitment of Enter % for the above-referenced project.

Identified below are the commitment(s) to certified DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Estimated Commitment (B)	Commitment DBE Credit (AxB)
DBE Name: Address: 2541 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					
				Total Commitment:	$0

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

Enter Sponsor's Name

*Key	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100

*Key:	Work Categories:	DBE Credit %
	Material Supplier/Equipment Rental	60
	Professional Services	100
	Trucking	100

Submitted By:

Enter Contractor's Contract Information

Name:
Title:
Company Federal Tax ID XX-XXXXXXX

PIN XXXX.XX

NYSDOT AAP14LL*

Certified: --

B-10-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 5, 2026
2:14 PM

NIFS ID: H61587-74G

Capital: **X**

Contract ID #: **H61587-74G**
NIFS Entry Date:
DPW Contract Number: **H61587-74G**

Department: Public Works

Service: **Phase 74 Concrete Roadway Repair – Various Locations - H61587-74G B10-26**
Term: **540 Calendar Days from Notice to Proceed**
Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Thomas Novelli Contracting Corp.**	ID#:**112199769**
Main Address: **41 Sarah Dr Farmingdale, NY 11735**	
Main Contact: **Erika Close**	
Main Phone: **(631) 390-8884**	

Department:
Contact Name: **Daniel Wong**
Address: **Nassau County Department of Public Works 1194 Prospect Ave 2nd Fl Westbury, NY 11590**
Phone: **(516) 571-6886**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov,dwong@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: The scope of work involves resurfacing the travel lanes and shoulders on various roadways for the Phase 74 Concrete Roadway Repair contract. The work includes asphalt pavement mill and pave and concrete repairs and improvements to the concrete wearing surface in travel lanes, milling and asphalt resurfacing of shoulders, the installation of curbs, sidewalks, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops, and other incidental work .for various roads in Nassau County.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised on December 31, 2025, in New York Post, NYS Contract Reporter and on the County Procurement site. Bid Opening was on February 3, 2026. There were four (4) bidders. Thomas Novelli Contracting, Inc. was the lowest responsible bidder.

Description of General Provisions: This is a unit price contract.

Impact on Funding / Price Analysis: Funding is available in Capital Project 61587. Maximum contract amount is $9,462,853.40. Combined M/WBE utilization 3%.

Change in Contract from Prior Procurement: New Procurement

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H61587-74G

Advertised On: 12/31/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 02/03/2026

Number of bids received: 4

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 61587 074	01	$9,462,853.40
Project Number 61587 Project Detail 074								
						TOTAL		**$9,462,853.40**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$9,462,853.40
Other	$0.00
Total	**$9,462,853.40**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	05/04/2026 11:02AM	Approved
NIFS Final Approval	Loretta Dionisio	05/05/2026 11:02AM	Approved
Final Approval	Loretta Dionisio	05/05/2026 11:02AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	05/05/2026 11:03AM	Approved
Final Approval	Loretta Dionisio	05/05/2026 11:03AM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	05/14/2026 11:01AM	Approved
Approval as to Form	Julie Silverstein	05/11/2026 05:08PM	Approved
NIFS Approval	Mary Nori	05/15/2026 05:03PM	Approved
Final Approval	Mary Nori	05/15/2026 05:03PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	05/05/2026 11:20AM	Approved
NIFA Approval	Christopher Nolan	05/12/2026 05:27PM	Approved
Final Approval	Christopher Nolan	05/12/2026 05:27PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/18/2026 11:12AM	Approved
DCE Compliance Approval	Robert Cleary	05/22/2026 05:48PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:23PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:23PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/05/2026 01:59PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B10-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THOMAS NOVELLI CONTRACTING CORP.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H61587-74G, for PHASE 74 CONCRETE ROADWAY REPAIR - VARIOUS LOCATIONS – NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of THOMAS NOVELLI CONTRACTING CORP.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 9,462,853.40, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Thomas Novelli Contracting Corp.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of January, 20 26

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H61587-74G for the

Concrete Roadway Repair - Various Locations

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Thomas Novelli Contracting Corp.
Contractor

by _____ (L.S.) (Corporate seal of Contractor)
VP
Title if a corporation)

by Christopher Novelli - VP (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Katherine Acosta, Attorney-In-Fact

Witness:
Address: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 28th day of January, 20 26, before me personally came Christopher Novelli to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the VP of the Thomas Novelli Contracting Corp the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

DANIELLE NOVELLI-Milovac
Notary Public - State of New York
NO. 01NO6187414
Qualified in Nassau County
My Commission Expires 2/28/26

Danielle Novelli-Milovac
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:
COUNTY OF NASSAU)

On this 26th day of January , 2026 , before me personally came Katherine Acosta to me Known, who being by me duly sworn, did depose and say that he resides in Suffolk County, State of New York

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Stefanie Weber further said that he is acquainted with Katherine Acosta and knows him to be the Attorney-In-Fact of said company; that the signature of the said Katherine Acosta subscribed to the within instrument is in the genuine handwriting of the said Katherine Acosta and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Stefanie Weber .

STEFANIE WEBER
Notary Public, State of New York
Registration No. 01WE6432035
Qualified in Nassau County
Commission Expires April 25, 2026

Notary Public

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POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

Liberty Mutual
SURETY

POWER OF ATTORNEY

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

Certificate No: **8213933-969603**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Karolynne Ramirez; Katherine Acosta; Lee Ferrucci; Louis J. Spina; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of January, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets

Cash and Bank Deposits	$4,608,826,756.00
*Bonds – U.S Government	$4,281,375,446.74
*Other Bonds	$21,566,489,527.26
*Stocks	$15,589,644,012.00
Real Estate	$86,497,925.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00
Accrued Interest and Rents	$225,249,712.00
Other Admitted Assets	$19,367,663,200.00
Total Admitted Assets	**$74,539,483,661.00**

Liabilities

Unearned Premiums	$9,890,896,878.00
Reserve for Claims and Claims Expense	$29,467,071,865.00
Funds Held Under Reinsurance Treaties	$341,948,172.00
Reserve for Dividends to Policyholders	$954,025.00
Additional Statutory Reserve	$150,547,865.00
Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Total	**$47,104,416,171.00**
Special Surplus Funds	$174,153,086.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,209,595,772.00
Unassigned Surplus	$13,415,980,561.00
Surplus to Policyholders	$27,435,067,490.00
Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

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CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

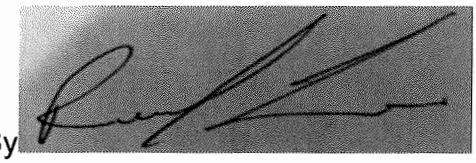
Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $27,256,288,214. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, September 30, 2024, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 20th day of February 2025.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

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PROPOSAL
To the County of Nassau
PHASE 74 CONCRETE ROADWAY REPAIR - VARIOUS LOCATIONS

Contract No. H61587-74G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Thomas Novelli Contracting Corp
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 41 Sarah Drive, Farmingdale NY 11735

Telephone: 6313908887 Date: 1/22/26

FAX Tele: 6313909020 E-Mail: cnovelli@thomasnovelli.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Enrico Novelli

President's Domicil [redacted]

Name of Vice Pres: Christopher Novelli

Vice Pres's Domicil [redacted]

Corporate Officer: Erika Close Title: SEC

Corporate Officer's Domicile [redacted]

Corporate Officer: NA Title: _____

Corporate Officer's Domicile: _____

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The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
203.02	1,695	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL	For: Seventy dollars no cents	$70.00	118,650.00
203.07	10	CY	SELECT GRANULAR FILL	For: Ten dollars no cents	$10.00	$100.00
206.0201	10	CY	TRENCH AND CULVERT EXCAVATION	For: Forty dollars no cents	$40.00	400.00
209.11010024	140	EA	TEMPORARY CATCH BASIN INSERT TRASH, SEDIMENT AND DEBRIS REMOVAL	For: one hundred fifty dollars no cents	$150.00	$21,000.00
304.10119917	100	CY	SUBBASE COURSE, TYPE 1011-2	For: Sixty dollars no cents	$60.00	$6,000.00
404.0971	2,065	TON	9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	289,100.00
404.1979	655	TON	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	91,700.00
404.3779	1,360	TON	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	190,400.00
407.0102	10,985	GAL	DILUTED TACK COAT	For: Two dollars no cents	$2.00	21,970.00
490.10	20,225	SY	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	For: Eight dollars no cents	$8.00	161,800.00
490.30	4,345	SY	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	For: Twelve dollars no cents	$12.00	52,140.00
502.10010018	1	LS	PORTLAND CEMENT CONCRETE PAVEMENT REPAIR EVALUATION AND MARK-OUT	For: Twenty thousand dollars no cents	20,000.00	20,000.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
502.90010018	93,165	LF	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV	For: Nine dollars no cents	9.00	838,485.00
502.9210	21,630	LF	SEALING TRANSVERSE JOINTS - HIGHWAY JOINT SEALANT	For: Nine dollars no cents	9.00	194,670.00
502.9310	13,190	LF	SEALING LONGITUDINAL JOINTS - HIGHWAY JOINT SEALER	For: Nine dollars no cents	9.00	118,710.00
510.01210018	2,645	CY	PORTLAND CEMENT CONCRETE (PCC) FOR FULL-DEPTH PAVEMENT REPAIRS - MESH REINFORCED, HES, FRICTION TYPE 1	For: Thirteen hundred dollars no cents	1300.00	3,438,500.00
510.20000018	10,540	SY	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT LIFT OUT	For: Thirty dollars no cents	30.00	316,200.00
510.81000018	16,870	EA	DRILL AND ANCHOR DOWELS FOR PCC PAVEMENT REPAIRS	For: Eighteen dollars no cents	18.00	303,660.00
510.91000018	80	LF	TRANSVERSE JOINTS FOR PCC PAVEMENT REPAIRS	For: Fifteen dollars no cents	15.00	1,200.00
511.70000018	610	SF	PARTIAL-DEPTH REPAIR OF PORTLAND CEMENT CONCRETE PAVEMENT - CLASS HES CONCRETE	For: one hundred thirty dollars no cents	130.00	79,300.00
520.05000010	1,305	LF	SAW CUTTING PCC AND COMPOSITE PAVEMENT	For: six dollars no cents	6.00	7830.00
520.09000010	3,530	LF	SAW CUTTING ASPHALT CONCRETE	For: Five dollars no cents	5.00	17,650.00
552.17	235	SF	SHIELDS AND SHORING	For: Fifteen dollars no cents	15.00	3525.00
586.0201	95	EA	DRILLING AND GROUTING BOLTS OR REINFORCING BARS	For: Twenty dollars no cents	20.00	1,900.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
603.6118	30	LF	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER	For: Two hundred dollars no cents	200.00	6,000.00
604.07200110	11	EA	SETTING NEW DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	For: Fifteen hundred dollars no cents	1,500.00	16,500.00
604.07210110	7	EA	RESETTING EXISTING DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	For: Fifteen hundred dollars no cents	1,500.00	10,500.00
604.07240110	8	EA	REBUILDING TOP OF EXISTING DRAINAGE STRUCTURE	For: Three thousand dollars no cents	3,000.00	24,000.00
604.07260011	1	EA	CONNECTION TO EXISTING DRAINAGE FACILITIES	For: Two thousand dollars no cents	2,000.00	2,000.00
604.07290010	75	SF	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES	For: one hundred dollars no cents	100.00	7,500.00
604.501012	15	LF	SPECIAL DRAINAGE STRUCTURE	For: Two thousand dollars no cents	2,000.00	30,000.00
606.5348	220	LF	RESETTING BOX BEAM GUIDE RAIL (NEW POSTS)	For: Eighty dollars no cents	80.00	17,600.00
606.76	28	EA	REMOVING AND DISPOSING OF GUIDE POSTS, GUIDE RAIL POSTS, AND MEDIAN BARRIER POSTS	For: Fifty dollars no cents	50.00	1,400.00
608.0102	25	CY	ACCELERATED CURE SIDEWALKS AND DRIVEWAYS	For: Eight hundred fifty dollars no cents	850.00	21,250.00
608.01050010	235	CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED)	For: Eight hundred dollars no cents	800.00	188,000.00
608.01050109	14	EA	CURB RAMP CONGIFURATION TYPE 1	For: Eight thousand dollars no cents	8,000.00	112,000.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
608.01050309	14	EA	CURB RAMP CONGIFURATION TYPE 3	For: Nine thousand dollars no cents	9,000.00	126,000.00
608.01050509	17	EA	CURB RAMP CONGIFURATION TYPE 5	For: Nine thousand dollars no cents	9,000.00	153,000.00
608.01050809	12	EA	CURB RAMP CONGIFURATION TYPE 8	For: Eight thousand dollars no cents	8,000.00	96,000.00
608.01051009	4	EA	CURB RAMP CONGIFURATION TYPE 10	For: Eight thousand dollars no cents	8,000.00	32,000.00
608.01051109	6	EA	CURB RAMP CONGIFURATION TYPE 11	For: Eight thousand dollars no cents	8,000.00	48,000.00
609.04010510	190	LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6	For: Fifty dollars no cents	50.00	9,500.00
609.04020510	560	LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6A	For: seventy dollars no cents	70.00	39,200.00
610.1403	155	CY	TOPSOIL - LAWNS	For: one hundred dollars no cents	100.00	15,500.00
610.1602	780	SY	TURF ESTABLISHMENT - LAWNS	For: Twenty dollars no cents	20.00	15,600.00
614.060403	8	EA	TREE REMOVAL OVER 18 INCHES TO 24 INCHES DIAMETER BREASTHEIGHT - STUMPS CUT TO BELOW GRADE	For: one thousand dollars no cents	1,000.00	8,000.00
614.0701	7	EA	PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE	For: Nine hundred dollars no cents	900.00	6,300.00
614.0702	5	EA	PRE-EXISTING STUMP REMOVAL OVER 24 INCH TO 48 INCHDIAMETER AT 6 INCHES ABOVE GRADE	For: one thousand dollars no cents	1,000.00	5,000.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
619.01	1	LS	BASIC WORK ZONE TRAFFIC CONTROL	For: Three hundred fifty thousand dollars no cents	350,000.00	350,000.00
619.04	190	EA	TYPE III CONSTRUCTION BARRICADE	For: Fifty dollars no cents	50.00	9,500.00
619.0901	3,365	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	For: one dollar no cents	1.00	3365.00
619.110511	36	EA	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPERATIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQUIRED	For: six thousand dollars no cents	6,000.00	216,000.00
619.24	1	LS	NIGHTTIME OPERATIONS (ENITRE PROJECT)	For: Three hundred thousand dollars no cents	300,000.00	300,000.00
621.03	1,045	LF	CLEANING CLOSED DRAINAGE SYSTEMS	For: six dollars no cents	6.00	6270.00
621.04	135	EA	CLEANING DRAINAGE STRUCTURES	For: one thousand dollars no cents	1,000.00	135,000.00
625.01	1	LS	SURVEY OPERATIONS	For: Fifteen thousand dollars no cents	15,000.00	15,000.00
640.25000010	390	LF	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPEDPARKING SPACES	For: Five dollars no cents	5.00	1950.00
645.5102	83	SF	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF WITH Z-BARS	For: one hundred dollars no cents	100.00	8,300.00
645.81	3	EA	TYPE A SIGN POSTS	For: six hundred dollars no cents	600.00	1,800.00
647.51	14	EA	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF)	For: Fifty dollars no cents	50.00	700.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
655.07030010	1	EA	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	For: Eighteen hundred dollars no cents	1,800.00	1,800.00
655.0706	11	EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	For: Eighteen hundred dollars no cents	1,800.00	19,800.00
655.1202	9	EA	MANHOLE FRAME AND COVER	For: Twelve hundred dollars no cents	1,200.00	10,800.00
656.01	5,125	LB	MISCELLANEOUS METALS	For: Three dollars no cents	3.00	15,375.00
680.51000010	8	EA	ALTER ELEVATION OF PULLBOXES	For: Eight hundred dollars no cents	800.00	6,400.00
680.51111010	4	EA	SLIP RESISTANT SURFACE FOR CAST IRON PULLBOX COVERS	For: Eight hundred dollars no cents	800.00	3,200.00
680.520202	45	LF	TRAFFIC SIGNAL CONDUIT, FLEXIBLE LIQUID TIGHT STEEL, 3/4"	For: Eighty dollars no cents	80.00	3,600.00
680.54	595	LF	INDUCTANCE LOOP INSTALLATION	For: Forty dollars no cents	40.00	23,800.00
680.72	1,330	LF	INDUCTANCE LOOP WIRE	For: Thirty dollars no cents	30.00	39,900.00
685.03120018	10	EA	RAISED REFLECTORIZED SNOWPLOWABLE PAVEMENT MARKERS (TWO-WAY YELLOW)	For: Two hundred dollars no cents	200.00	2,000.00
685.072001NA	71,355	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	For: one dollar no cent	1.00	71,355.00
685.072002NA	44	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS - 20 MILS (TRIPLE DROP)	For: Two hundred fifty dollars no cents	250.00	11,000.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
685.072003NA	63	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS - 20 MILS (TRIPLE DROP)	For: Two hundred fifty dollars no cents	250.00	15,750.00
685.072004NA	5,750	LF	HIGHLY REFLECTORIZED WHITE EPOXY CROSS HATCHING - 20 MILS (TRIPLE DROP)	For: Two dollars fifty cents	2.50	14,375.00
685.072006NA	66,580	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	For: One dollar no cent	1.00	66,580.00
685.072007NA	1,015	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (CROSS HATCHING) - 20 MILS (TRIPLE DROP)	For: Two dollars fifty cents	2.50	2537.50
697.03*	455,000	DC	FIELD CHANGE PAYMENT	For: ONE DOLLAR ZERO CENTS	$1.00	455,000.00
698.04*	1,900	DC	ASPHALT PRICE ADJUSTMENT	For: ONE DOLLAR ZERO CENTS	$1.00	1,900.00
698.05*	100	DC	FUEL PRICE ADJUSTMENT	For: ONE DOLLAR ZERO CENTS	$1.00	100.00
699.040001	1	LS	MOBILIZATION	For: Four hundred thousand dollars no cents	400,000.00	400,000.00

*Force Bid

Total Bid in Numbers $ 9,498,897.50

Total Amount in Words nine million four hundred ninety eight thousand eight hundred ninety seven dollars fifty cents.

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Thomas Novelli Contracting Corp
Contract Title: Phase 74 Concrete Roadway Repair - Various locations
Contract Number: H61587-74G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

VP
Signature

1/27/26
Date

Christopher Novelli
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Thomas Novelli Contracting Corp.
Address (street/city/state/zip code):	41 Sarah Dr Farmingdale, NY 11735
Authorized Representative (name/title):	Sean Barclay / Project Engineer
Authorized Signature:	
Contract Number:	H61587 - 74G
Contract/Project Name:	Phase 74- Concrete Roadway Repair - Various Locations
Contract/Project Description:	Asphalt pavement mill and pave, concrete repairs and improvements to the concrete wearing surface in travel lanes, milling and asphalt resurfacing of shoulders, installation of curbs, sidewalks, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$9,498,897.50		
Total MBE Dollar Amount	$15,000	MBE Contract Percentage	0.2%
Total WBE Dollar Amount	$252,200.00	WBE Contract Percentage	2.7%
Total SDVOB Dollar Amount	$0	SDVOB Contract Percentage	$0%
Total Combined M/WBE/SDVOB Dollar Amount	$267,200	Combined M/WBE/SDVOB Contract Percentage	3%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Gomez Engineering Architecture and Survey LLC Address: 6 Fonda Pl City: Staten Island State/Zip Code: NY, 10309 Authorized Representative: Alejandro Gomez Telephone No. 201-203-8162	Survey Operations	Amount ($): $15,000 Award Date: 6/1/26	Start Date: 10/1/26 Completion Date: 11/1/27
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co., Inc. Address: 31 Cleveland Ave City: Bayshore State/Zip Code: NY 11706 Authorized Representative: Marissa O'Neill Telephone No. 631-567-2711	Sealing transverse and longitudinal joints with highway joint sealant	Amount ($): $250,000.00 Award Date: 6/1/26	Start Date: 11/1/26 Completion Date: 11/1/27
Name: Photosynthesis Photography Address: 5 Concord Dr City: Stony Point State/Zip Code: NY, 10980 Authorized Representative: Nancy Lenore Telephone No. 845-521-0107	Pre and Post Construction Photography	Amount ($): $2,200.00 Award Date: 6/1/26	Start Date: 11/1/26 Completion Date: 11/1/27
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co., Inc. Address: 31 Cleveland Ave City: Bayshore State/Zip Code: NY, 11706 Authorized Representative: Harrison O'Neill Telephone No. 631-567-2711	Sealing transverse and longitudinal joints with highway joint sealant	Amount ($): 10/1/26 Award Date: 6/1/26	Start Date: 11/1/26 Completion Date: 11/1/27
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NASSAU COUNTY DPW

HOT1307746

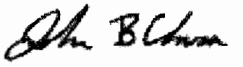
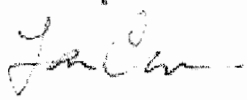
Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H61587-74G

Project Description: Phase 74 Concrete Roadway Repair - Various locations

The prospective lower tier participant Thomas Novelli Contr. Corp (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Thomas Novelli Contr. Corp [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 27th day of January, 2026.

By _____ Signature of Authorized Official

Christopher Novelli VP Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: Thomas Novelli Contracting Corp

Bid/Proposal No.: H161587-74G

I, Christopher Novelli, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 1/27/26 and that I understand it and will comply with this Code in my participation in procurements between Thomas Novelli Contr Corp (Vendor name) and Nassau County.

Executed this 27th day of January, 2026

By _____ Signature of Employee

Christopher Novelli - VP Name and Title of Employee

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Thomas Novelli Contracting Corp

TELEPHONE NUMBER: 631 390 8882

WORK SITE OR FACILITY NAME: Phase 74 - Various locations

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Phase 74 Concrete Roadway Repair - Various locations - Contract #H61587-74G

Signature

11/27/26
Date

Christopher Novelli - VP
Print Name and Title of Signer

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H61587-74G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Thomas Novelli Contracting 41 Sarah Drive, Farmingdale, NY 11735 Federal ID No.: [redacted]	Phase 74 Concrete Roadway Repair- Various locations	2/3/26	$9,498,897.50

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Welsbach Electric Corp of L.I. 300 Newtown Rd Plainview, NY 11803 Federal ID No. 11-2354251	☐	☐	☑	Pullboxes, conduit, loop installation	$18,000.00

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: VP Date: 1/27/26

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Christopher Novelli - VP — 1/27/16
Name and Title of Authorized Representative — m/d/yy

Signature — 1/27/16 Date

Thomas Novelli Contracting Corp
Name of Organization

41 Sarah Drive
Address of Organization

Farmingdale NY 11735

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Thomas Novelli Contracting Corp
(Name of Business)

NO TEXT ON THIS PAGE

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 11/27/2016

Signature: [signature]

Name: Christopher Novelli

Title: V.P

Contractor Name: Thomas Novelli Contracting Corp

Contractor Address: 41 Sarah Drive
Farmingdale NY 11735

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

√ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

1/21/16 Christopher Novelli - VP

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

Thomas Novelli Contracting Corp
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 11/27/26

(Print) Christopher Novelli Title: VP

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 56+

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 56+

   b. as a Subcontractor 56+

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
please see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
please see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None - NA

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None - NA

10. In what other lines of business are you financially interested?

None - NA

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Christopher Novelli	vp	30+	in all phases of all work	
Bryan Novelli	operator/super	25+	in all phases of all work	

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
please see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NO

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

We have reviewed the plans & specs and will complete in a timely manner.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Review the plans/specs and lay out and complete in a timely manner

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

please see attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

please see attached

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF NASSAU)

Christopher Novelli, Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the VP of Thomas Novelli Contracting Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 27th day of January 2026, DANIELLE NOVELLI-MILAZZO
Notary Public - State of New York
NO. 01NO6187414
Qualified in Nassau County
My Commission Expires 5/19/28

Danielle Novelli-Milazzo
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

THOMAS NOVELLI CONTRACTING CORP.

41 Sarah Drive
Farmingdale, New York 11735
(631) 390-8882
FAX (631) 390-9020
www.thomasnovelli.com

WORK PERFORMED IN THE PAST 5 YEARS:

Town of Oyster Bay
Improvements to East Lincoln Avenue
Dan Migette 516 677 5935
[redacted] June 25th,2024 to present

City of Long Beach
The Walks Water Main Replacement Phase 1
Christine Murphy 516 431 1011
[redacted] July 10th, 2024 to present

City of Long Beach
Reconstruction of Heron, North of East Pine Street
Christine Murphy 516 431 1011
[redacted] August 15th, 2024 to present

Inc Village of Patchogue
Patchogue River Watershed Sewer Project-Phase 2
Dan Penza H2M Architects and Engineers (631) 756-8000
[redacted] June 12th,2024 to present

Inc . Village of Garden City
Sanitary Sewer – 12th Street to 11th Street
[redacted] February 7th,2024 to September 19th,2024

County of Suffolk
Central Islip Carleton Avenue Sanitary Sewer Extension
Ben Liang
[redacted] July 10th, 2023 to present

Town of Babylon
West Lido Promenade Phase 1
Paul McMahon LK McLean Associates (631) 286-8668
[redacted] September 1, 2022 to present

- **City of Long Beach**
  Reconstruction of Doyle Street between East Chester and Pine Street
  Brooke Anderson 516 431 10000 ext 1011
  [redacted] September 1,2022 to present

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Trafalgar Blvd-Broadway Area PW#15-21
  LK McLean Associates (631) 286-8668
  [redacted] September 7,2021 to November 15,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Helen Ct & George Ct Area PW#22-21
  H2M Architects (631) 756-8000
  [redacted] September 7,2021 to May 18,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Carrel Blvd Ct Area PW#26-21
  Noris Ramirez-Walton (516)636-3726
  [redacted] August 30,2021 to December 16,2022

- **Inc Village of Westhampton Beach**
  Phase 1 Collection and Conveyance System to SCSD Contract G-General Construction
  Project Manager James Vierling (631) 756-8000
  [redacted] March 3,2021 to present

- **City of Long Beach**
  Reconstruction of Boyd Street, North of East Pine Street
  Project Manager Brooke Anderson
  516 431-1000 ext 1011
  [redacted] March 9,2021 to September 2021

- **City of Long Beach**
  Emergency Sanitary Sewer Main Replacement and Repairs on the East Side of Lindell Blvd
  Project Manager Brooke Anderson
  516 431-1000 ext 1011
  [redacted] December 21,2020 to December 23,2020

-
-

- **Town of Smithtown**
  Lake Ave Water Main, Sanitary Sewer and Force Main
  Project Manager Tim Nordberg 631 756 8000
  [redacted] 3.6.2020 to 9.11.2020

- **Town of Oyster Bay**
  Construction of Highway Improvements for the Fairwater Avenue Area
  Project Manager Dan Haas 516 677 5883
  [redacted] 6.15.2020 to present

- **Town of Riverhead**
  Sewage Treatment Plant Upgrade Contact S
  Project Manager Nick Bono 631 756 8000
  [redacted] 04.18.19 to 03.13.2020

- **Town of Oyster Bay**
  Construction of Highway & Drainage Improvements to the William Street Area
  Project Manager Russell Scott 631 427 5665
  [redacted] 02.12.19 to 02.13.2020

- **Town of Riverhead**
  Hotel Indigo Sewer Extention Contract #RDSD 0603
  Project Manager Nick Bono 631 756 8000
  [redacted] 03.14.19 to 10.25.19

- **City of Long Beach**
  Sanitary Sewer Replacement Riverside Blvd b/t East Fulton and Pine Street
  Project Manager Brooke Anderson
  516 431 1000 ext 1011
- [redacted] 2.11.19 to 05.2019

- **City of Long Beach**
  Reconstruction of Pacific Blvd b/t East Walnut & East Broadway
  Project Manager Brooke Anderson
  516 431 1000 ext 1011
  [redacted] 9.13.18 to 04.19.19

  Blue Point Brewery Sewer Connection
  Project Manager James Vierling 631 756 8000
  [redacted] 01.04.2018 to 05.30.2018

- **NYS OPRHP**
  Sanitary System Improvements Heckscher State Park
  Project Manager: Robert Dename
  [redacted] 10.19.17 to present 10.01.18

- **Inc Village of Atlantic Beach**
  2017 Roadway Improvements Bay Blvd-Acapulco Street- Granada Street
  Project Manager: Steve Cherson 516 371 4600
  [redacted] 10.17.17 to 11.2018

  County of Nassau
  Rehabilitation of Pearl Street Bridge
  Project Manager: August Eberling
  [redacted] August 2016 to August 2017

- **Town of Oyster Bay**
  Construction of Highway Improvements for Canal Road and Seabreeze Road
  Daniel Haas 516 677 5883
  [redacted] 8.15.17 to 12.2017

- **Village of Patchogue**
  Replacement of Sewer Lateral at 69 & 71 E Main Street
  Project Manager James Vierling 631 756 8000
  [redacted] 10.31.17 to 11.15.17

- **Village of Atlantic Beach**
  2017 Road Improvements
  Project Manager: Steve Cherson 516 371 4600
  [redacted] February 2017 to July 27,2017

- **Village of Atlantic Beach**
  2016 Road Improvements
  Project Manager: Steve Cherson 516 371 4600
  [redacted] November 2016 to July 27,2017

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

January 27, 2026

Owner :County of Suffolk
Description :Huntington Hub Wastewater Pumping Stations
Contract/Bid No. :CP#8195

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that Thomas Novelli Contracting Corp. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026. Is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

International Union of Operating Engineers

LOCAL UNIONS 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

NASSAU & SUFFOLK COUNTIES
137 Gazza Blvd, Farmingdale, N.Y. 11735

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, JR.	JOHN J. DUFFY	ANTHONY MALIZIA	STEPHEN BARNETT
President	Vice President	Recording Corresponding Secretary	Financial Secretary

January 21, 2026

County of Nassau

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Thomas Novelli Contracting Corp.

Project: Concrete Roadway Repair -Various Locations
Contract #H61587-74G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Thomas Novelli Contracting Corp.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553 License#: 0C36861	CONTACT NAME: Paul Maloney PHONE (A/C, No, Ext): 516-414-8613 FAX (A/C, No): E-MAIL ADDRESS: Paul.Maloney@alliant.com
INSURED Thomas Novelli Contracting Corp 41 Sarah Drive Farmingdale NY 11735 THOMNOV-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Pennsylvania Manufacturers Ind 41424 INSURER B : New Jersey Casualty Insurance 10732 INSURER C : Accident Fund Insurance Compan 10166 INSURER D : Ascot Insurance Company 23752 INSURER E : Berkley Regional Insurance Com 29580 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 79087883 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	[redacted]	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	12/4/2025	12/4/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C D	Excess Liability Inland Marine	Y Y	Y	[redacted]	3/1/2025 11/12/2025	3/1/2026 11/12/2026	Occurrence/Aggregate Equipment Cat Limit	$2,000,000 $5,764,894

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew A. Arso

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

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PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd Ste 700
Uniondale NY 11553

CONTACT NAME: Dylan Lovell
PHONE (A/C, No, Ext): 516-414-8659 FAX (A/C, No):
E-MAIL ADDRESS: Dylan.Lovell@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers Ind	41424
INSURER B : New Jersey Casualty Insurance	10732
INSURER C : Berkley Regional Insurance Com	29580
INSURER D : Accident Fund Insurance Compan	10166
INSURER E : Navigators Insurance Company	42307
INSURER F :	

INSURED
Thomas Novelli Contracting Corp
41 Sarah Drive
Farmingdale NY 11735
THOMNOV-01

COVERAGES **CERTIFICATE NUMBER:** 1828279457 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	12/4/2025	12/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
D E	Excess Liability Contractors Pollution Liab	Y		[redacted]	3/1/2025 12/10/2024	3/1/2026 3/1/2026	Occurrence/Aggregate Each Claim/Agg	$2,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
THOMAS NOVELLI CONTRACTING CORP.
9405 165TH STREET
JAMAICA, NY 11433

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
07/20/2025 to 07/19/2026

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/18/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

C/N

Christopher V. Novelli

Vice President

631 390 8882

cnovelli@thomasnovelli.com

NY

ABOUT ME

Having grown up in the construction business, I am a third-generation owner with over 30 years' experience in all aspects of heavy construction

Being born into the construction industry, from a very early age I was involved with the family business. Whether it be washing trucks on Saturdays or sweeping floors after school, I was always looking forward to doing something to learn the trade.

My responsibilities would grow after high school to include supervising my own crews, dealing with engineers and inspectors and learning to have pride in the work we did.

My father instilled the philosophy that our family's name was on every project we completed and that honestly and accountability were the only things important in this line of work.

I am very proud to continue to operate from the same address and use the same phone number from over 80 years ago, when my grandfather first started this business.

It goes to show that in a time when companies come and go overnight, the steadfast company with a strong moral foundation will be able to weather any climate and continue to grow.

[redacted]

business growth and expansion since.

-*Confined Space Supervisor Course*

[redacted]

-Crane Operator Training

[redacted]

-Excavation and Trenching Competent Person

[redacted]

-OSHA 30 Construction Course

[redacted]

-L.I.L.W.A Health and Safety Procedures

-N.G.A. Qual 70-71 Gas Safety

-NYS One Call Certified

[redacted]

- Member of Operating Engineers Local 138 for over 25 years
- Current NYS CDL Class A Drivers License
- OSHA 30 Certified
- Experience in All Aspects of Heavy and Civil Construction
- Competent Person in Confined Space entry, Excavation and Trenching
- Trained in Multiple Surveying and Grade Control Methods
- NYS One Call 811 Certified
- Well Versed in State and Local Regulations and Specifications
- Highly Organized with Ability to Manage Projects from Beginning to Completion.
- Utilization of Modern Techniques and Equipment to Complete Projects Ahead of Schedule and Under Budget.
- Oversee all Aspects of Business, including:
  -general supervision of all projects with project managers
  -equipment purchases and maintenance
  -estimating, bidding and scheduling
  -finance and bonding
  -client relations
  -responsible for obtaining and completing over $25 million of work annually

BUSINESS AUTO VEHICLE SCHEDULE WORKSHEET

VER: 1

All located at 41 Saran drive Farmingdale

Veh #	Year	Make	Model	nber	t
2	2003	John Deere	Special		
3	2006	Peterbilt			
4	2007	Peterbilt			
5	2009	Ford	F350		0
6	2015	John Deere	710K Back Ho		
7	2015	Unpublished	Spectec		
8	2004	Internationa			
9	2016	Ford	F550		
10	2016	Peterbilt			
11	2017	Eager Beaver			
13	2009	Freightliner	M2 106		
14	2018	John Deere	Backhoe Load		
15	2019	Kenworth	T880		
16	2019	Unpublished	CAM Superlin		
17	2019	Unpublished	CAM Superlin		
18	2019	Ford	F250		
19	2019	Ford	F250		
20	2019	Unpublished	Spectec SRD3		
21	2012	Mitsubishi	FE180		
22	2020	Talbert	Trailer 55CC		
23	2021	Kenworth	T270		
24	2014	Freightliner INTERN	MT55		
25	2022	Kenworth	T880		
26	2022	Ford	F350		
27	2022	Kenworth	T270		
28	2022	Ford	F350		
29	2022	Unpublished	Trail King T		

30	2022	Ford	F350	
31	2021	Caterpillar	322F	
32	2019	Caterpillar	950	
33	2020	John Deere		
34	2024	Kenworth	T880	
35	2010	Great Dane T		
36	2021	Unpublished	Trail King	
37	2008	Ford	E150	
38	2024	Isuzu	Mounted Odra	
40	2007	Internationa	7000	
41	2023	Internationa	HV 607	
42	2024	Ditch Witch	Peterbilt	

All located at
41 Saran Drive
Farmingdale

Thomas Novelli Contracting Corp.

All located at
41 Sarah Drive
Farmingdale

Scheduled Equipment:

1 2003 John Deere Backhoe
2 2000 Ingersoll Rand Drumroller
3 2006 Komatsu Hydraulic Excavator PC308USLC
4 2002 Komatsu Wheel Loader WA450-5L
5 2010 AB1 Hammer/Stand Hose Bundle
6 2004 Doppstadt slow speed shredder
7 2012 Liebherr 924 Crubbert Tired Excavator
8 2012 Komatsu PC55MR-3
9 2015 John Deere Back Hoe
10 2012 John Deere Excavator
11 2016 Komatsu Wheel Loader WA470-7
12 2011 Hamm Vibratory Roller
13 2018 Kaeser Compressor 210 CF w/ Breaker
14 2018 John Deere Backhoe Loader
15 2018 John Deere Track Loader
16 2018 Indeco Breaker
17 2008 Kent Breaker
18 2004 International Stakebed
19 2018 John Deere Compact Excavator
20 2018 Hamm Roller
21 2019 John Deere Excavator
22 2018 Vogele Paver Supper
23 2018 Cold Mill with a 60" drum w/ HT22 QC Heade
24 Wacker Reversible Plate Tramper
25 2016 Pump Equipment Thompson Lobe
26 2017 Hitachi #0085 Excavator & Coupler
27 2019 John Deere Excavator
28 Barbco Boring Machine
29 2015 Caterpillar Paver AP1055F
30 Pathfinder 500 Steering System w/ various pieces of equip per inv #2912

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

PHASE 74 CONCRETE ROADWAY REPAIR – VARIOUS LOCATION
CONTRACT NO: H61587-74G

ADDENDUM NO. 1
JANUARY 21, 2026

This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. Addendum No. 1 consists of one (1) page including attachments. The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following into account in rendering a Bid for this Work:

A. As a result of the questions submitted by Respondents, the following responses to all questions are being provided as follows:

1. **Question**: Will the county be providing storage yards (areas where equipment, and or material can be stored) for any of the locations?

   Response: No.

2. **Question**: I am just confirming for the wire mesh 6x6-W6xW6 Epoxy Wire is smooth wire because the spec for NYSDOT is different…

   Response: The Welded Wire Fabric shall be as per Note #11 on page 27, drawing No. PR-2A. Note #11 references Section 709-08 of the NYSDOT Specifications where it describes the requirements of epoxy coating, etc.

   It should be noted that the W6xW6, the W references smooth.

END ADDENDUM NO. 1

NOTICE OF AWARD

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Thomas Novelli Contracting Corp.

2. Amount requiring NIFA approval: $9,462,853.40

Amount to be encumbered: $9,462,853.40

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to 540 Calendar Days from Notice to Proceed

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The scope of work involves resurfacing the travel lanes and shoulders on various roadways for the Phase 74 Concrete Roadway Repair contract. The work includes asphalt pavement mill and pave and concrete repairs and improvements to the concrete wearing surface in travel lanes, milling and asphalt resurfacing of shoulders, the installation of curbs, sidewalks, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops, and other incidental work .for various roads in Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 05/12/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Erika Close state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Thomas Novelli Contracting

Vendor's Address: 41 Sarah Dr Farmingdale NY US 11735

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 02/19/2026 03:25:55 pm

Lobbyist Registration and Disclosure Form: 03/04/2026 02:50:12 pm

Business History Form certified: 02/24/2026 03:57:46 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/19/2026 04:24:07 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Enrico Novelli [ENOVELLI@THOMASNOVELLI.COM]
Date Certified	02/24/2026 02:57:49 pm

Principal Name	Christopher Novelli [CNOVELLI@THOMASNOVELLI.COM]
Date Certified	02/24/2026 01:35:13 pm

I, Erika Close hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Erika Close ECLOSE@THOMASNOVELLI.COM

Name

Secretary

Title

Thomas Novelli Contracting

Name of Submitting Entity

03/09/2026 05:03:08 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 02/19/2026

1) Proposer's Legal Name: Thomas Novelli Contracting Corp.

2) Address of Place of Business: 41 Sarah Drive

City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would adopt the following: Before accepting any new engagement, we would perform a conflict check with ongoing monitoring and disclosure.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/30/1969

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Enrico Novelli- President- [redacted]
Christopher Novelli- Vice President- [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Enrico Novelli- President- [redacted]
Christopher Novelli- Vice President- [redacted]
Erika Close- Secretary- [redacted]

1 File(s) uploaded: Ownership breakdown.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

40

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: list of jobs- qualifications.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

57

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Thomas Novelli Contracting maintains a fleet consisting of new equipment and trucks. We have more than enough equipment to handle our work. We also have union trades and skilled foremen- that allows all our work to be performed correctly and within contract terms.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town Of Oyster Bay
Contact Person	Dan Midgette

Address	Audrey Avenue		
City	Oyster Bay	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5935		
Fax #			
E-Mail Address	dmidgette@oysterbay-ny.gov		

Company	County of Suffolk		
Contact Person	Ben Liang- IMEG Group		
Address	Crossways Park Dr		
City	Jericho	State/Province/Territory	NY
Country	US		
Telephone	(917) 326-0431		
Fax #			
E-Mail Address	Ben.Z.Liang@imegcorp.com		

Company	Town of Babylon		
Contact Person	Paul McMahon- LK McLean Associates		
Address	South Country Rd		
City	Brookhaven	State/Province/Territory	NY
Country	US		
Telephone	(631) 286-8668		
Fax #			
E-Mail Address	pmcmahon@lkma.com		

I, Erika Close , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Erika Close , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Thomas Novelli Contracting Corp

Electronically signed and certified at the date and time indicated by:
Erika Close ECLOSE@THOMASNOVELLI.COM

Secretary
Title

02/24/2026 03:57:46 pm
Date

NEW YORK

41 Sarah Drive
Farmingdale, New York 11735
(631) 390-8882
FAX (631) 390-9020
www.thomasnovelli.com

Ownership Breakdown

Enrico Novelli – President- [redacted]

Christopher Novelli- Vice President- [redacted]

Erika Close- Secretary

THOMAS NOVELLI CONTRACTING CORP.

41 Sarah Drive
Farmingdale, New York 11735
(631) 390-8882
FAX (631) 390-9020
www.thomasnovelli.com

WORK PERFORMED IN THE PAST 5 YEARS:

Inc. Village of Sag Harbor
Sewer Service Expansion Area Sewershed "K" Row
Ed Hearn LKMA (631) 807- 4623
[redacted] September 15th 2025

Town of Oyster Bay
Improvements to East Lincoln Avenue
Dan Migette (516) 677-5935
[redacted] June 25th, 2024 to present

- **City of Long Beach**
  The Walks Water Main Replacement Phase 1
  Christine Murphy (516) 431-1011
  [redacted] July 10th,2024 to July 30th, 2025

City of Long Beach
Reconstruction of Heron, North of East Pine Street
Christine Murphy (516)431-1011
[redacted] August 15th, 2024 to present

Inc. Village of Patchogue
Patchogue River Watershed Sewer Project-Phase 2
Dan Penza H2M Architects and Engineers (631) 756-8000
[redacted] June 12th, 2024 to January 23rd,2025

Inc. Village of Garden City
Sanitary Sewer -12th Street to 11th Street
(516) 465-4003
[redacted] February 7th,2024 to September 19th,2024

- **County of Suffolk**
  Central Islip Carleton Avenue Sanitary Sewer Extension
  Ben Liang IMEG Group (917) 326- 0431
  [redacted] July 10th,2023 to November 10th,2024

Town of Babylon
West Lido Promenade Phase 1
Paul McMahon LK McLean Associates (631) 286-8668
[redacted] September 1, 2022 to August 16th,2023

- **City of Long Beach**
  Reconstruction of Doyle Street between East Chester and Pine Street
  Brooke Anderson 516 431 10000 ext 1011
  [redacted] September 1,2022 to May 9th,2023

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Trafalgar Blvd-Broadway Area PW#15-21
  LK McLean Associates (631) 286-8668
  [redacted] September 7,2021 to November 15,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Helen Ct & George Ct Area PW#22-21
  H2M Architects (631) 756-8000
  [redacted] September 7,2021 to May 18,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Carrel Blvd Ct Area PW#26-21
  Noris Ramirez-Walton (516)636-3726
  [redacted] August 30,2021 to December 16,2022

- **Inc Village of Westhampton Beach**
  Phase 1 Collection and Conveyance System to SCSD Contract G-General Construction
  Project Manager James Vierling (631) 756-8000
  [redacted] March 3,2021 to April 28th, 2023

- **City of Long Beach**
  Reconstruction of Boyd Street, North of East Pine Street
  Project Manager Brooke Anderson
  516 431-1000 ext 1011
  [redacted] March 9,2021 to September 2021

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Erika Close [ECLOSE@THOMASNOVELLI.COM]

Dated: 02/19/2026 03:25:55 pm

Vendor: Thomas Novelli Contracting Corp.

Title: Secretary

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher Novelli
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 41 Sarah Drive
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 6313908882

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	02/01/2003		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Real estate holding companies
Novelli Enterprises- [redacted]
Kean Street Enterprises- [redacted]
Sarah Drive Enterprises- [redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Novelli , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Novelli , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Thomas Novelli Contracting

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Novelli CNOVELLI@THOMASNOVELLI.COM

Vice President

Title

02/24/2026 01:35:13 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Enrico Novelli
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 41 Sarah Drive
   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 6313908882

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	09/30/1969	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Real Estate holding company- Novelli Enterprises [redacted]
Nola Waste- [redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Enrico Novelli , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Enrico Novelli , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Thomas Novelli Contracting

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Enrico Novelli ENOVELLI@THOMASNOVELLI.COM

President

Title

02/24/2026 02:57:49 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Erika Close
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 41 Sarah Drive

   City: Farmingdale State/Province/ Territory: NY Zip/Postal Code: 11735
   Country US
   Telephone: 6313908884

   Other present address(es):

   City: Massapequa State/Province/ Territory: NY Zip/Postal Code: 11758
   Country: US
   Telephone: 5163693043

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	04/01/2003
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Real Estate Companies:
Kean Street Enterprises- [redacted]
Sarah Drive Enterprises- [redacted]
Nola Waste Mgmt- [redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Erika Close , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Erika Close , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thomas Novelli Contracting

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Erika Close ECLOSE@THOMASNOVELLI.COM

Secretary

Title

04/02/2026 02:58:05 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Thomas Novelli Contracting

Address: 41 Sarah Drive

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	Enrico				
Last Name	Novelli				
MI		Suffix			
Address	41 Sarah Dr				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	President				

First Name	Christopher				
Last Name	Novelli				
MI		Suffix			
Address	41 Sarah Dr				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing

this section.
If none, explain.

Enrico Novelli- [redacted]
Christopher Novelli- [redacted]

First Name	Enrico				
Last Name	Novelli				
MI		Suffix			
Address	41 Sarah Dr				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	President				

First Name	Christopher				
Last Name	Novelli				
MI		Suffix			
Address	41 Sarah Dr				
City	Farmingdale	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	Vice President				

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Novelli Enterprises- Real estate company- no performance on this contract

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Erika Close [ECLOSE@THOMASNOVELLI.COM]

Dated: 02/19/2026 04:24:07 pm

Title: Secretary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: February 23, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: H61587-74G

Title: Phase 74 Concrete Roadway Repair – Various Locations

Engineer's Estimate: $ 10,766,835.25

BIDS RECEIVED ON: February 3, 2026

The bids received for the above referenced contract have been examined and the bid submitted by Thomas Novelli Contracting in the amount of $9,462,853.40 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Thomas Novelli Contracting is 12.11% below the engineer's estimate. Adequate funding is available (Capital Project number 61587).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachment
c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Daniel Wong, Civil Engineer II

APPROVED:

2/24/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

H61587-74G - General Contracting
Concrete Roadway Repair - Various Locations

Bid Opening: 2 /3 /2026 **Engineer:** Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Thomas Novelli Contracting	41 Sarah Drive Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% of Bid Amount	$9,498,897.50	$0.00
GGG Construction Corp.	30 Midland Avenue Hicksville, NY 11801-1510	Endurance Assurance Corporati	10% of Bid Amount	$9,653,803.12	$0.00
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	$10,895,000.00	$0.00
Pratt Brothers, Inc.	333 Marcus Blvd Hauppauge, NY 11788	Philadelphia Indemnity Insuranc	10% of Bid Amount	$12,863,096.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

NELSON + POPE
engineers • architects • surveyors

February 18, 2026

Michael Kwaschyn, P.E., Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Attention: Daniel Wong, Civil Engineer II

Re: Contract: H61587-74G
Bid Analysis & Recommendation
Nelson + Pope No. 22388

Dear Mr. Wong:

Nassau County received bid proposals on February 3, 2026 in connection with the above referenced project. Bid proposals were submitted by the following four firms:

Contractor		Bid Opening Amount	Corrected Bid Amount
1	Thomas Novelli Contracting	$9,498,897.50	$9,462,853.40
2	GGG Construction Corp.	$9,653,803.12	$9,653,803.12
3	H&L Contracting, LLC	$10,895,000.00	$10,895,000.00
4	Pratt Brothers, Inc.	$12,863,096.00	$12,863,096.00

Nelson + Pope reviewed these proposals and prepared a comparison bid sheet which is attached for your information. Nelson + Pope found one error in the lowest bidder's Bid Proposal, within their unit price bid for Item 699.040001 - Mobilization, and have adjusted accordingly. The Contractor's Corrected Bid Amount of $9,462,853.40 is 12.11% ***less*** than the Engineer's Estimate of $10,766,835.25.

After reviewing Thomas Novelli Contracting's Itemized Bid Proposal, we have found that most items appear at or lower than the Engineer's Estimate.

Based on our review, it is Nelson + Pope's opinion that the Contract be awarded to the lowest bidder, Thomas Novelli Contracting. If you have any questions or require additional information, please don't hesitate to contact our office.

Respectfully,

Russell Z. Scott, PE
Senior Partner

COMPARISON OF BIDS RECEIVED AND OPENED

Bid Opening Date: February 3, 2026

Project Name: Concrete Roadway Repair (H61587-74G)
Location: Various Locations
Client Name: Nassau County Department of Public Works

				Engineer's Estimate		THOMAS NOVELLI CONTRACTING					GGG CONSTRUCTION CORP.					H&L CONTRACTING, LLC					PRATT BROTHERS, INC.				
ITEM #	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	TOTAL COST DIFFERENCE FROM EE	UNIT PRICE % DIFFERENCE FROM EE	MAJOR ITEM	UNIT PRICE	TOTAL COST	TOTAL COST DIFFERENCE FROM EE	UNIT PRICE % DIFFERENCE FROM EE	MAJOR ITEM	UNIT PRICE	TOTAL COST	TOTAL COST DIFFERENCE FROM EE	UNIT PRICE % DIFFERENCE FROM EE	MAJOR ITEM	UNIT PRICE	TOTAL COST	TOTAL COST DIFFERENCE FROM EE	UNIT PRICE % DIFFERENCE FROM EE	MAJOR ITEM
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1695	$100.00	$ 169,500.00	$ 70.00	$ 118,650.00	$ (50,850.00)	-30.00%		$ 25.00	$ 42,375.00	$ (127,125.00)	-75.00%		$ 30.00	$ 50,850.00	$ (118,650.00)	-99.98%		$ 1.00	$ 1,695.00	$ (167,805.00)	-100.00%	
203.07	SELECT GRANULAR FILL	CY	10	$35.00	$ 350.00	$ 10.00	$ 100.00	$ (250.00)	-71.43%		$ 125.00	$ 1,250.00	$ 900.00	257.14%		$ 206.50	$ 2,065.00	$ 1,715.00	-41.00%		$ 35.00	$ 350.00	$ -	-90.00%	
206.0201	TRENCH AND CULVERT EXCAVATION	CY	10	$50.00	$ 500.00	$ 40.00	$ 400.00	$ (100.00)	-20.00%		$ 125.00	$ 1,250.00	$ 750.00	150.00%		$ 25.00	$ 250.00	$ (250.00)	-95.00%		$ 50.00	$ 500.00	$ -	-90.00%	
209.11010024	TEMPORARY CATCH BASIN INSERT TRASH, SEDIMENT, AND DEBRIS REMOVAL	EA	140	$350.00	$ 49,000.00	$ 150.00	$ 21,000.00	$ (28,000.00)	-57.14%		$ 10.00	$ 1,400.00	$ (47,600.00)	-97.14%		$ 100.00	$ 14,000.00	$ (35,000.00)	-99.80%		$ 225.00	$ 31,500.00	$ (17,500.00)	-99.54%	
304.10119917	SUBBASE COURSE, TYPE 1011-2	CY	100	$85.00	$ 8,500.00	$ 60.00	$ 6,000.00	$ (2,500.00)	-29.41%		$ 75.00	$ 7,500.00	$ (1,000.00)	-11.76%		$ 80.00	$ 8,000.00	$ (500.00)	-99.06%		$ 55.00	$ 5,500.00	$ (3,000.00)	-99.35%	
404.0971	9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION	TON	2065	$150.00	$ 309,750.00	$ 140.00	$ 289,100.00	$ (20,650.00)	-6.67%	MAJOR	$ 195.00	$ 402,675.00	$ 92,925.00	30.00%	MAJOR	$ 375.00	$ 774,375.00	$ 464,625.00	-99.88%	MAJOR	$ 200.00	$ 413,000.00	$ 103,250.00	-99.94%	MAJOR
404.1979	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION	TON	655	$150.00	$ 98,250.00	$ 140.00	$ 91,700.00	$ (6,550.00)	-6.67%		$ 275.00	$ 180,125.00	$ 81,875.00	83.33%	MAJOR	$ 90.00	$ 58,950.00	$ (39,300.00)	-99.91%		$ 815.00	$ 533,825.00	$ 435,575.00	-99.17%	MAJOR
404.3779	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION	TON	1360	$130.00	$ 176,800.00	$ 140.00	$ 190,400.00	$ 13,600.00	7.69%	MAJOR	$ 250.00	$ 340,000.00	$ 163,200.00	92.31%	MAJOR	$ 90.00	$ 122,400.00	$ (54,400.00)	-99.95%		$ 815.00	$ 1,108,400.00	$ 931,600.00	-99.54%	MAJOR
407.0102	DILUTED TACK COAT	GAL	10985	$5.00	$ 54,925.00	$ 2.00	$ 21,970.00	$ (32,955.00)	-60.00%		$ 5.00	$ 54,925.00	$ -	0.00%		$ 1.00	$ 10,985.00	$ (43,940.00)	-100.00%		$ 1.00	$ 10,985.00	$ (43,940.00)	-100.00%	
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	SY	20225	$6.00	$ 121,350.00	$ 8.00	$ 161,800.00	$ 40,450.00	33.33%	MAJOR	$ 9.50	$ 192,137.50	$ 70,787.50	58.33%	MAJOR	$ 6.00	$ 121,350.00	$ -	-100.00%		$ 8.50	$ 171,912.50	$ 50,562.50	-99.99%	
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	4345	$15.00	$ 65,175.00	$ 12.00	$ 52,140.00	$ (13,035.00)	-20.00%		$ 9.50	$ 41,277.50	$ (23,897.50)	-36.67%		$ 6.00	$ 26,070.00	$ (39,105.00)	-99.99%		$ 20.00	$ 86,900.00	$ 21,725.00	-99.97%	
502.10010018	PORTLAND CEMENT CONCRETE PAVEMENT REPAIR EVALUATION AND MARK-OUT	LS	1	$67,200.00	$ 67,200.00	$ 20,000.00	$ 20,000.00	$ (47,200.00)	-70.24%		$ 25,000.00	$ 25,000.00	$ (42,200.00)	-62.80%		$ 175,000.00	$ 175,000.00	$ 107,800.00	160.42%	MAJOR	$ 75,000.00	$ 75,000.00	$ 7,800.00	11.61%	
502.90010018	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV	LF	93165	$7.75	$ 722,028.75	$ 9.00	$ 838,485.00	$ 116,456.25	16.13%	MAJOR	$ 3.50	$ 326,077.50	$ (395,951.25)	-54.84%	MAJOR	$ 8.50	$ 791,902.50	$ 69,873.75	-100.00%	MAJOR	$ 9.25	$ 861,776.25	$ 139,747.50	-100.00%	MAJOR
502.9210	SEALING TRANSVERSE JOINTS - HIGHWAY JOINT SEALANT	LF	21630	$10.00	$ 216,300.00	$ 9.00	$ 194,670.00	$ (21,630.00)	-10.00%	MAJOR	$ 5.00	$ 108,150.00	$ (108,150.00)	-50.00%		$ 8.50	$ 183,855.00	$ (32,445.00)	-100.00%	MAJOR	$ 9.25	$ 200,077.50	$ (16,222.50)	-100.00%	MAJOR
502.9310	SEALING LONGITUDINAL JOINTS - HIGHWAY JOINT SEALER	LF	13190	$10.00	$ 131,900.00	$ 9.00	$ 118,710.00	$ (13,190.00)	-10.00%		$ 5.00	$ 65,950.00	$ (65,950.00)	-50.00%		$ 9.60	$ 126,624.00	$ (5,276.00)	-99.99%		$ 9.25	$ 122,007.50	$ (9,892.50)	-99.99%	
510.01210018	PORTLAND CEMENT CONCRETE (PCC) FOR FULL-DEPTH PAVEMENT REPAIRS - MESH REINFORCED, HES, FRICTION TYPE 1	CY	2645	$1,250.00	$ 3,306,250.00	$ 1,300.00	$ 3,438,500.00	$ 132,250.00	4.00%	MAJOR	$ 1,300.00	$ 3,438,500.00	$ 132,250.00	4.00%	MAJOR	$ 1,200.00	$ 3,174,000.00	$ (132,250.00)	-99.96%	MAJOR	$ 1,600.00	$ 4,232,000.00	$ 925,750.00	-99.95%	MAJOR
510.20000018	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT LIFT OUT	SY	10540	$125.00	$ 1,317,500.00	$ 30.00	$ 316,200.00	$ (1,001,300.00)	-76.00%	MAJOR	$ 75.00	$ 790,500.00	$ (527,000.00)	-40.00%	MAJOR	$ 25.00	$ 263,500.00	$ (1,054,000.00)	-100.00%	MAJOR	$ 35.00	$ 368,900.00	$ (948,600.00)	-100.00%	MAJOR
510.81000018	DRILL AND ANCHOR DOWELS FOR PCC PAVEMENT REPAIRS	EA	16870	$25.00	$ 421,750.00	$ 18.00	$ 303,660.00	$ (118,090.00)	-28.00%	MAJOR	$ 35.00	$ 590,450.00	$ 168,700.00	40.00%	MAJOR	$ 58.00	$ 978,460.00	$ 556,710.00	-99.99%	MAJOR	$ 40.00	$ 674,800.00	$ 253,050.00	-99.99%	MAJOR
510.91000018	TRANSVERSE JOINTS FOR PCC PAVEMENT REPAIRS	LF	80	$15.00	$ 1,200.00	$ 15.00	$ 1,200.00	$ -	0.00%		$ 125.00	$ 10,000.00	$ 8,800.00	733.33%		$ 10.00	$ 800.00	$ (400.00)	-99.17%		$ 20.00	$ 1,600.00	$ 400.00	-98.33%	
511.70000018	PARTIAL-DEPTH REPAIR OF PORTLAND CEMENT CONCRETE PAVEMENT - CLASS HES CONCRETE	SF	610	$100.00	$ 61,000.00	$ 130.00	$ 79,300.00	$ 18,300.00	30.00%		$ 150.00	$ 91,500.00	$ 30,500.00	50.00%		$ 150.00	$ 91,500.00	$ 30,500.00	-99.75%		$ 120.00	$ 73,200.00	$ 12,200.00	-99.80%	
520.05000010	SAW CUTTING PCC AND COMPOSITE PAVEMENT	LF	1305	$10.00	$ 13,050.00	$ 6.00	$ 7,830.00	$ (5,220.00)	-40.00%		$ 5.00	$ 6,525.00	$ (6,525.00)	-50.00%		$ 5.10	$ 6,655.50	$ (6,394.50)	-99.96%		$ 5.00	$ 6,525.00	$ (6,525.00)	-99.96%	
520.09000010	SAW CUTTING ASPHALT CONCRETE	LF	3530	$10.00	$ 35,300.00	$ 5.00	$ 17,650.00	$ (17,650.00)	-50.00%		$ 5.00	$ 17,650.00	$ (17,650.00)	-50.00%		$ 4.25	$ 15,002.50	$ (20,297.50)	-99.99%		$ 3.00	$ 10,590.00	$ (24,710.00)	-99.99%	
552.17	SHIELDS AND SHORING	SF	235	$2.00	$ 470.00	$ 15.00	$ 3,525.00	$ 3,055.00	650.00%		$ 1.00	$ 235.00	$ (235.00)	-50.00%		$ 15.00	$ 3,525.00	$ 3,055.00	-96.81%		$ 5.00	$ 1,175.00	$ 705.00	-98.94%	
586.0201	DRILLING AND GROUTING BOLTS OR REINFORCING BARS	EA	95	$75.00	$ 7,125.00	$ 20.00	$ 1,900.00	$ (5,225.00)	-73.33%		$ 25.00	$ 2,375.00	$ (4,750.00)	-66.67%		$ 6.00	$ 570.00	$ (6,555.00)	-99.92%		$ 60.00	$ 5,700.00	$ (1,425.00)	-99.16%	
603.6118	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER	LF	30	$45.00	$ 1,350.00	$ 200.00	$ 6,000.00	$ 4,650.00	344.44%		$ 125.00	$ 3,750.00	$ 2,400.00	177.78%		$ 220.00	$ 6,600.00	$ 5,250.00	-83.70%		$ 235.00	$ 7,050.00	$ 5,700.00	-82.59%	
604.07200110	SETTING NEW DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	EA	11	$1,500.00	$ 16,500.00	$ 1,500.00	$ 16,500.00	$ -	0.00%		$ 2,250.00	$ 24,750.00	$ 8,250.00	50.00%		$ 3,300.00	$ 36,300.00	$ 19,800.00	-80.00%		$ 1,300.00	$ 14,300.00	$ (2,200.00)	-92.12%	
604.07210110	RESETTING EXISTING DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	EA	7	$1,000.00	$ 7,000.00	$ 1,500.00	$ 10,500.00	$ 3,500.00	50.00%		$ 2,250.00	$ 15,750.00	$ 8,750.00	125.00%		$ 3,200.00	$ 22,400.00	$ 15,400.00	-54.29%		$ 1,300.00	$ 9,100.00	$ 2,100.00	-81.43%	
604.07240110	REBUILDING TOP OF EXISTING DRAINAGE STRUCTURE	EA	8	$2,500.00	$ 20,000.00	$ 3,000.00	$ 24,000.00	$ 4,000.00	20.00%		$ 4,500.00	$ 36,000.00	$ 16,000.00	80.00%		$ 6,000.00	$ 48,000.00	$ 28,000.00	-70.00%		$ 4,500.00	$ 36,000.00	$ 16,000.00	-77.50%	
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES	EA	1	$1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 500.00	33.33%		$ 5,000.00	$ 5,000.00	$ 3,500.00	233.33%		$ 1,900.00	$ 1,900.00	$ 400.00	26.67%		$ 1,300.00	$ 1,300.00	$ (200.00)	-13.33%	
604.07290010	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES	SF	75	$125.00	$ 9,375.00	$ 100.00	$ 7,500.00	$ (1,875.00)	-20.00%		$ 100.00	$ 7,500.00	$ (1,875.00)	-20.00%		$ 86.72	$ 6,504.00	$ (2,871.00)	-99.07%		$ 275.00	$ 20,625.00	$ 11,250.00	-97.07%	
604.501012	SPECIAL DRAINAGE STRUCTURE	LF	15	$1,500.00	$ 22,500.00	$ 2,000.00	$ 30,000.00	$ 7,500.00	33.33%		$ 1,500.00	$ 22,500.00	$ -	0.00%		$ 2,300.00	$ 34,500.00	$ 12,000.00	-89.78%		$ 1,800.00	$ 27,000.00	$ 4,500.00	-92.00%	
606.5348	RESETTING BOX BEAM GUIDE RAILING (NEW POSTS)	LF	220	$35.00	$ 7,700.00	$ 80.00	$ 17,600.00	$ 9,900.00	128.57%		$ 55.00	$ 12,100.00	$ 4,400.00	57.14%		$ 300.00	$ 66,000.00	$ 58,300.00	-96.10%		$ 127.00	$ 27,940.00	$ 20,240.00	-98.35%	
606.76	REMOVING AND DISPOSING OF GUIDE POSTS, GUIDE RAIL POSTS, AND MEDIAN BARRIER POSTS	EA	28	$30.00	$ 840.00	$ 50.00	$ 1,400.00	$ 560.00	66.67%		$ 100.00	$ 2,800.00	$ 1,960.00	233.33%		$ 10.00	$ 280.00	$ (560.00)	-98.81%		$ 138.00	$ 3,864.00	$ 3,024.00	-83.57%	
608.0102	ACCELERATED CURE SIDEWALKS AND DRIVEWAYS	CY	25	$1,100.00	$ 27,500.00	$ 850.00	$ 21,250.00	$ (6,250.00)	-22.73%		$ 1,250.00	$ 31,250.00	$ 3,750.00	13.64%		$ 960.00	$ 24,000.00	$ (3,500.00)	-96.51%		$ 1,400.00	$ 35,000.00	$ 7,500.00	-94.91%	
608.01050010	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED)	CY	235	$1,200.00	$ 282,000.00	$ 800.00	$ 188,000.00	$ (94,000.00)	-33.33%	MAJOR	$ 1,095.00	$ 257,325.00	$ (24,675.00)	-8.75%	MAJOR	$ 775.00	$ 182,125.00	$ (99,875.00)	-99.73%	MAJOR	$ 1,200.00	$ 282,000.00	$ -	-99.57%	MAJOR
608.01050109	CURB RAMP CONFIGURATION TYPE 1	EA	14	$7,300.00	$ 102,200.00	$ 8,000.00	$ 112,000.00	$ 9,800.00	9.59%		$ 5,250.00	$ 73,500.00	$ (28,700.00)	-28.08%		$ 6,800.00	$ 95,200.00	$ (7,000.00)	-93.35%		$ 6,000.00	$ 84,000.00	$ (18,200.00)	-94.13%	
608.01050309	CURB RAMP CONFIGURATION TYPE 3	EA	14	$10,300.00	$ 144,200.00	$ 9,000.00	$ 126,000.00	$ (18,200.00)	-12.62%		$ 9,500.00	$ 133,000.00	$ (11,200.00)	-7.77%		$ 6,800.00	$ 95,200.00	$ (49,000.00)	-95.28%		$ 13,000.00	$ 182,000.00	$ 37,800.00	-90.98%	
608.01050509	CURB RAMP CONFIGURATION TYPE 5	EA	17	$10,500.00	$ 178,500.00	$ 9,000.00	$ 153,000.00	$ (25,500.00)	-14.29%	MAJOR	$ 9,500.00	$ 161,500.00	$ (17,000.00)	-9.52%	MAJOR	$ 6,800.00	$ 115,600.00	$ (62,900.00)	-96.19%		$ 12,000.00	$ 204,000.00	$ 25,500.00	-93.28%	MAJOR
608.01050809	CURB RAMP CONFIGURATION TYPE 8	EA	12	$9,200.00	$ 110,400.00	$ 8,000.00	$ 96,000.00	$ (14,400.00)	-13.04%		$ 7,000.00	$ 84,000.00	$ (26,400.00)	-23.91%		$ 6,800.00	$ 81,600.00	$ (28,800.00)	-93.84%		$ 13,000.00	$ 156,000.00	$ 45,600.00	-88.22%	
608.01051009	CURB RAMP CONFIGURATION TYPE 10	EA	4	$8,500.00	$ 34,000.00	$ 8,000.00	$ 32,000.00	$ (2,000.00)	-5.88%		$ 6,250.00	$ 25,000.00	$ (9,000.00)	-26.47%		$ 6,800.00	$ 27,200.00	$ (6,800.00)	-80.00%		$ 11,000.00	$ 44,000.00	$ 10,000.00	-67.65%	
608.01051109	CURB RAMP CONFIGURATION TYPE 11	EA	6	$8,500.00	$ 51,000.00	$ 8,000.00	$ 48,000.00	$ (3,000.00)	-5.88%		$ 5,250.00	$ 31,500.00	$ (19,500.00)	-38.24%		$ 6,800.00	$ 40,800.00	$ (10,200.00)	-86.67%		$ 5,700.00	$ 34,200.00	$ (16,800.00)	-88.82%	
609.04010510	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6	LF	190	$55.00	$ 10,450.00	$ 50.00	$ 9,500.00	$ (950.00)	-9.09%		$ 45.00	$ 8,550.00	$ (1,900.00)	-18.18%		$ 135.00	$ 25,650.00	$ 15,200.00	-98.71%		$ 45.00	$ 8,550.00	$ (1,900.00)	-99.57%	
609.04020510	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6A	LF	560	$55.00	$ 30,800.00	$ 70.00	$ 39,200.00	$ 8,400.00	27.27%		$ 45.00	$ 25,200.00	$ (5,600.00)	-18.18%		$ 135.00	$ 75,600.00	$ 44,800.00	-99.56%		$ 80.00	$ 44,800.00	$ 14,000.00	-99.74%	
610.1403	TOPSOIL - LAWNS	CY	155	$70.00	$ 10,850.00	$ 100.00	$ 15,500.00	$ 4,650.00	42.86%		$ 75.00	$ 11,625.00	$ 775.00	7.14%		$ 110.00	$ 17,050.00	$ 6,200.00			$ 125.00	$ 19,375.00	$ 8,525.00		
610.1602	TURF ESTABLISHMENT - LAWNS	SY	780	$4.00	$ 3,120.00	$ 20.00	$ 15,600.00	$ 12,480.00	400.00%		$ 20.00	$ 15,600.00	$ 12,480.00	400.00%		$ 6.00	$ 4,680.00	$ 1,560.00	-99.81%		$ 7.00	$ 5,460.00	$ 2,340.00	-99.78%	
614.060403	TREE REMOVAL OVER 18 INCHES TO 24 INCHES DIAMETER AT BREAST HEIGHT - STUMPS CUT TO BELOW GRADE	EA	8	$1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00	$ -	0.00%		$ 850.00	$ 6,800.00	$ (1,200.00)	-15.00%		$ 1,850.00	$ 14,800.00	$ 6,800.00	-76.88%		$ 2,200.00	$ 17,600.00	$ 9,600.00	-72.50%	
614.0701	PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE	EA	7	$500.00	$ 3,500.00	$ 900.00	$ 6,300.00	$ 2,800.00	80.00%		$ 1,000.00	$ 7,000.00	$ 3,500.00	100.00%		$ 250.00	$ 1,750.00	$ (1,750.00)	-92.86%		$ 1,000.00	$ 7,000.00	$ 3,500.00	-71.43%	
614.0702	PRE-EXISTING STUMP REMOVAL OVER 24 INCH TO 48 INCHDIAMETER AT 6 INCHES ABOVE GRADE	EA	5	$400.00	$ 2,000.00	$ 1,000.00	$ 5,000.00	$ 3,000.00	150.00%		$ 1,250.00	$ 6,250.00	$ 4,250.00	212.50%		$ 450.00	$ 2,250.00	$ 250.00	-77.50%		$ 1,500.00	$ 7,500.00	$ 5,500.00	-25.00%	
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	$450,000.00	$ 450,000.00	$ 350,000.00	$ 350,000.00	$ (100,000.00)	-22.22%	MAJOR	$ 300,000.00	$ 300,000.00	$ (150,000.00)	-33.33%	MAJOR	$ 1,319,416.50	$ 1,319,416.50	$ 869,416.50	193.20%	MAJOR	$ 895,000.00	$ 895,000.00	$ 445,000.00	98.89%	MAJOR
619.04	TYPE III CONSTRUCTION BARRICADE	EA	190	$65.00	$ 12,350.00	$ 50.00	$ 9,500.00	$ (2,850.00)	-23.08%		$ 20.00	$ 3,800.00	$ (8,550.00)	-69.23%		$ 30.00	$ 5,700.00	$ (6,650.00)	-99.76%		$ 125.00	$ 23,750.00	$ 11,400.00	-98.99%	
619.0901	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	LF	3365	$0.40	$ 1,346.00	$ 1.00	$ 3,365.00	$ 2,019.00	150.00%		$ 5.00	$ 16,825.00	$ 15,479.00	1150.00%		$ 0.60	$ 2,019.00	$ 673.00	-99.96%		$ 1.00	$ 3,365.00	$ 2,019.00	-99.93%	
619.110511	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPERATIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQUIRED	EA	36	$5,500.00	$ 198,000.00	$ 6,000.00	$ 216,000.00	$ 18,000.00	9.09%	MAJOR	$ 1,500.00	$ 54,000.00	$ (144,000.00)	-72.73%		$ 1,000.00	$ 36,000.00	$ (162,000.00)	-99.49%		$ 2,000.00	$ 72,000.00	$ (126,000.00)	-98.99%	
619.24	NIGHTTIME OPERATIONS (ENTIRE PROJECT)	LS	1	$400,000.00	$ 400,000.00	$ 300,000.00	$ 300,000.00	$ (100,000.00)	-25.00%	MAJOR	$ 150,000.00	$ 150,000.00	$ (250,000.00)	-62.50%	MAJOR	$ 225,000.00	$ 225,000.00	$ (175,000.00)	-43.75%	MAJOR	$ 175,000.00	$ 175,000.00	$ (225,000.00)	-56.25%	
621.03	CLEANING CLOSED DRAINAGE SYSTEMS	LF	1045	$10.00	$ 10,450.00	$ 6.00	$ 6,270.00	$ (4,180.00)	-40.00%		$ 10.00	$ 10,450.00	$ -	0.00%		$ 7.30	$ 7,628.50	$ (2,821.50)	-99.93%		$ 6.00	$ 6,270.00	$ (4,180.00)	-99.94%	
621.04	CLEANING DRAINAGE STRUCTURES	EA	135	$700.00	$ 94,500.00	$ 1,000.00	$ 135,000.00	$ 40,500.00	42.86%		$ 880.00	$ 118,800.00	$ 24,300.00	25.71%		$ 750.00	$ 101,250.00	$ 6,750.00	-99.21%		$ 850.00	$ 114,750.00	$ 20,250.00	-99.10%	
625.01	SURVEY OPERATIONS	LS	1	$35,000.00	$ 35,000.00	$ 15,000.00	$ 15,000.00	$ (20,000.00)	-57.14%		$ 75,000.00	$ 75,000.00	$ 40,000.00	114.29%		$ 35,000.00	$ 35,000.00	$ -	0.00%		$ 95,000.00	$ 95,000.00	$ 60,000.00	171.43%	
640.25000010	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPEDPARKING SPACES	LF	390	$2.00	$ 780.00	$ 5.00	$ 1,950.00	$ 1,170.00	150.00%		$ 1.05	$ 409.50	$ (370.50)	-47.50%		$ 0.95	$ 370.50	$ (409.50)	-99.88%		$ 1.00	$ 390.00	$ (390.00)	-99.87%	
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF WITH Z-BARS	SF	83	$55.00	$ 4,565.00	$ 100.00	$ 8,300.00	$ 3,735.00	81.82%		$ 75.00	$ 6,225.00	$ 1,660.00	36.36%		$ 95.00	$ 7,885.00	$ 3,320.00	-97.92%		$ 80.00	$ 6,640.00	$ 2,075.00	-98.25%	
645.81	TYPE A SIGN POSTS	EA	3	$225.00	$ 675.00	$ 600.00	$ 1,800.00	$ 1,125.00	166.67%		$ 375.00	$ 1,125.00	$ 450.00	66.67%		$ 425.00	$ 1,275.00	$ 600.00	-37.04%		$ 350.00	$ 1,050.00	$ 375.00	-48.15%	
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF)	EA	14	$60.00	$ 840.00	$ 50.00	$ 700.00	$ (140.00)	-16.67%		$ 250.00	$ 3,500.00	$ 2,660.00	316.67%		$ 50.00	$ 700.00	$ (140.00)	-94.05%		$ 148.00	$ 2,072.00	$ 1,232.00	-82.38%	
655.07030010	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	EA	1	$1,300.00	$ 1,300.00	$ 1,800.00	$ 1,800.00	$ 500.00	38.46%		$ 4,000.00	$ 4,000.00	$ 2,700.00	207.69%		$ 6,000.00	$ 6,000.00	$ 4,700.00	361.54%		$ 2,200.00	$ 2,200.00	$ 900.00	69.23%	
655.0706	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	EA	11	$1,500.00	$ 16,500.00	$ 1,800.00	$ 19,800.00	$ 3,300.00	20.00%		$ 3,500.00	$ 38,500.00	$ 22,000.00	133.33%		$ 1,200.00	$ 13,200.00	$ (3,300.00)	-92.73%		$ 2,500.00	$ 27,500.00	$ 11,000.00	-84.85%	
655.1202	MANHOLE FRAME AND COVER	EA	9	$925.00	$ 8,325.00	$ 1,200.00	$ 10,800.00	$ 2,475.00	29.73%		$ 2,250.00	$ 20,250.00	$ 11,925.00	143.24%		$ 740.00	$ 6,660.00	$ (1,665.00)	-91.11%		$ 1,300.00	$ 11,700.00	$ 3,375.00	-84.38%	
656.01	MISCELLANEOUS METALS	LB	5125	$5.00	$ 25,625.00	$ 3.00	$ 15,375.00	$ (10,250.00)	-40.00%		$ 5.00	$ 25,625.00	$ -	0.00%		$ 3.00	$ 15,375.00	$ (10,250.00)	-99.99%		$ 1.75	$ 8,968.75	$ (16,656.25)	-99.99%	
680.51000010	ALTER ELEVATION OF PULLBOXES	EA	8	$700.00	$ 5,600.00	$ 800.00	$ 6,400.00	$ 800.00	14.29%		$ 750.00	$ 6,000.00	$ 400.00	7.14%		$ 140.00	$ 1,120.00	$ (4,480.00)	-97.50%		$ 400.00	$ 3,200.00	$ (2,400.00)	-92.86%	
680.51111010	SLIP RESISTANT SURFACE FOR CAST IRON PULLBOX COVERS	EA	4	$550.00	$ 2,200.00	$ 800.00	$ 3,200.00	$ 1,000.00	45.45%		$ 950.00	$ 3,800.00	$ 1,600.00	72.73%		$ 850.00	$ 3,400.00	$ 1,200.00	-61.36%		$ 1,100.00	$ 4,400.00	$ 2,200.00	-50.00%	
680.520202	TRAFFIC SIGNAL CONDUIT, FLEXIBLE LIQUID TIGHT STEEL, 3/4"	LF	45	$65.00	$ 2,925.00	$ 80.00	$ 3,600.00	$ 675.00	23.08%		$ 17.50	$ 787.50	$ (2,137.50)	-73.08%		$ 18.00	$ 810.00	$ (2,115.00)	-99.38%		$ 20.00	$ 900.00	$ (2,025.00)	-99.32%	
680.54	INDUCTANCE LOOP INSTALLATION	LF	595	$20.00	$ 11,900.00	$ 40.00	$ 23,800.00	$ 11,900.00	100.00%		$ 20.00	$ 11,900.00	$ -	0.00%		$ 26.00	$ 15,470.00	$ 3,570.00	-99.78%		$ 30.00	$ 17,850.00	$ 5,950.00	-99.75%	
680.72	INDUCTANCE LOOP WIRE	LF	1330	$2.00	$ 2,660.00	$ 30.00	$ 39,900.00	$ 37,240.00	1400.00%		$ 4.50	$ 5,985.00	$ 3,325.00	125.00%		$ 2.00	$ 2,660.00	$ -	-99.92%		$ 2.35	$ 3,125.50	$ 465.50	-99.91%	
685.03120018	RAISED REFLECTORIZED SNOWPLOWABLE PAVEMENT MARKERS (TWO-WAY YELLOW)	EA	10	$75.00	$ 750.00	$ 200.00	$ 2,000.00	$ 1,250.00	166.67%		$ 195.00	$ 1,950.00	$ 1,200.00	160.00%		$ 175.00	$ 1,750.00	$ 1,000.00	-76.67%		$ 175.00	$ 1,750.00	$ 1,000.00	-76.67%	
685.072001NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	LF	71355	$1.05	$ 74,922.75	$ 1.00	$ 71,355.00	$ (3,567.75)	-4.76%		$ 1.25	$ 89,193.75	$ 14,271.00	19.05%		$ 1.15	$ 82,058.25	$ 7,135.50	-100.00%		$ 1.15	$ 82,058.25	$ 7,135.50	-100.00%	
685.072002NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS - 20 MILS (TRIPLE DROP)	EA	44	$220.00	$ 9,680.00	$ 250.00	$ 11,000.00	$ 1,320.00	13.64%		$ 265.00	$ 11,660.00	$ 1,980.00	20.45%		$ 245.00	$ 10,780.00	$ 1,100.00	-97.47%		$ 245.00	$ 10,780.00	$ 1,100.00	-97.47%	
685.072003NA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS - 20 MILS (TRIPLE DROP)	EA	63	$220.00	$ 13,860.00	$ 250.00	$ 15,750.00	$ 1,890.00	13.64%		$ 265.00	$ 16,695.00	$ 2,835.00	20.45%		$ 245.00	$ 15,435.00	$ 1,575.00	-98.23%		$ 245.00	$ 15,435.00	$ 1,575.00	-98.23%	

Phase 74 Concrete Repairs

Parking Field 6 & 7 access roads*	Garden City	Court House Drive to Supreme Court Drive	0.38
Court House Drive**	Garden City	Country Seat Drive to Washington Avenue	0.69
15th Street	Garden City	Suffolk Lane to Franklin Ave	0.79
West Street	Garden City	15th Street to Old Country Road	0.48
1st Street	Mineola	Andrew Rd to the west curb line of Mineola Blvd	1.20
1st Street	Mineola	West curb line of Main Street to Willis Avenue	0.20
Henry Street	Hempstead	Totten Street to approx. 160 ft. south of Peninsula Blvd	1.22
Henry Street	Freeport	Merrick Road to Sunrise Hwy (NY27)	0.62
Henry Street	Freeport	Sunrise Hwy (NY27) to Broadway	0.58
North Grove St	Freeport	Sunrise Hwy (NY27) to Brooklyn Ave	0.20
Lawson Blvd.	Oceanside	Daly Boulevard to approx. 820 ft. north of Daly Blvd	0.79
Daly Boulevard	Oceanside	Hampton Road to approx. 800 ft. east of Lawson Boulevard	1.44
Merrick Rd	Rockville Centre	No. Centre Ave to Ocean Ave	3.66
Long Beach Rd	Rockville Centre	Seaman Avenue to DeMott Avenue	1.91
Milburn Ave	Baldwin	Sunrise Highway (NY27) to Grand Avenue	0.92
Willis Ave	Roslyn Heights	Northern State Parkway E/B entrance ramp to Gateway	0.85
Long Beach Rd	Island Park	From Austin Blvd to approx. 200 ft north of Emmerson Place	0.42
Dogwood Ave	Franklin Square	Colonade Rd to Nassau Blvd	2.66
Horton Ave	Lynbrook	Merrick Road to Hendrickson Avenue	0.44
			19.45

Request to Initiate - R25-0134 (P25-0101R - Phase 74 Concrete Roadway Repair - Various Locations)

RTI Status	**Active**		
Request Type	**RFBC**		
Service Requested	**Construction of Phase 74 Concrete Roadway Repair - Various Locations**		
Justification	**Need to procure a contractor to repair/replace concrete panels, seal joints, resurface asphalt locations to extend the roadway service life of various roadways.**		
Requested By	**Public Works**	Project Manager	**Daniel Wong**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**11,300,000.00**	Phase Cost	**11,300,000.00**
Total Project Cost	**$13,466,000.00**		
Start Work	**04/01/2026**	Duration	**24 months**
Renewal Options			
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**This is a construction contract for concrete repairs on various Nassau County roads.**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	61587 - Resurfacing Various County Roads	074	PWCAPCAP	11,300,000.00		0			06/03/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Daniel Wong**	**06/02/2025 03:08 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**06/03/2025 09:58 am**
AIM Entered	**Deanna Funk**	**06/03/2025 11:04 am**
Time Sheet Code	**25-0134**	
Commissioner Approved	**William Nimmo**	**06/03/2025 02:41 pm**
DCE / Ops Approved	**Arthur Walsh**	**06/10/2025 11:44 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: December 4, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0134 – Proposed Contract Number: H61587-74G
Phase 74 Concrete Roadway Repairs – Various Locations

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C25-0134**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

C25-0134

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalendar, President

FROM: Department of Public Works

DATE: November 7, 2025

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Contract Name: Phase 74 Concrete Roadway Repairs – Various Locations
Proposed Contract Number: H61587-74G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should be not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. Department of Public Works plans to recommend a contract/agreement for Construction Services for DPW's Highway/Bridge Construction Group.

2. The scope of work involves resurfacing the travel lanes and shoulders on various roadways. The work includes asphalt pavement mill and pave and concrete repairs and improvements to the concrete wearing surface in travel lanes, milling and asphalt resurfacing of shoulders, the installation of curbs, sidewalks, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops, and other incidental work.

3. An estimate of the cost is: $11,300,000.00

4. An estimate of the duration is: Twenty (20) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:TMG:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Daniel Wong, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
203.02	1,695	CY	UNCLASSIFIED EXCAVATION AND DISPOSAL	For: Seventy dollars no cents	$70.00	118,650.00
203.07	10	CY	SELECT GRANULAR FILL	For: Ten dollars no cents	$10.00	$100.00
206.0201	10	CY	TRENCH AND CULVERT EXCAVATION	For: Forty dollars no cents	$40.00	400.00
209.11010024	140	EA	TEMPORARY CATCH BASIN INSERT TRASH, SEDIMENT AND DEBRIS REMOVAL	For: one hundred fifty dollars no cents	$150.00	$21,000.00
304.10119917	100	CY	SUBBASE COURSE, TYPE 1011-2	For: Sixty dollars no cents	$60.00	$6,000.00
404.0971	2,065	TON	9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	289,100.00
404.1979	655	TON	19 F9 BINDER COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	91,700.00
404.3779	1,360	TON	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION	For: one hundred forty dollars no cents	$140.00	190,400.00
407.0102	10,985	GAL	DILUTED TACK COAT	For: Two dollars no cents	$2.00	21,970.00
490.10	20,225	SY	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	For: Eight dollars no cents	$8.00	161,800.00
490.30	4,345	SY	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	For: Twelve dollars no cents	$12.00	52,140.00
502.10010018	1	LS	PORTLAND CEMENT CONCRETE PAVEMENT REPAIR EVALUATION AND MARK-OUT	For: Twenty thousand dollars no cents	20,000.00	20,000.00

NO TEXT ON THIS PAGE

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
502.90010018	93,165	LF	CLEAN AND FILL CRACKS AND JOINTS IN PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, ASTM D 6690 TYPE IV	For: Nine dollars no cents	9.00	838,485.00
502.9210	21,630	LF	SEALING TRANSVERSE JOINTS - HIGHWAY JOINT SEALANT	For: Nine dollars no cents	9.00	194,670.00
502.9310	13,190	LF	SEALING LONGITUDINAL JOINTS - HIGHWAY JOINT SEALER	For: Nine dollars no cents	9.00	118,710.00
510.01210018	2,645	CY	PORTLAND CEMENT CONCRETE (PCC) FOR FULL-DEPTH PAVEMENT REPAIRS - MESH REINFORCED, HES, FRICTION TYPE 1	For: Thirteen hundred dollars no cents	1300.00	3,438,500.00
510.20000018	10,540	SY	PORTLAND CEMENT CONCRETE (PCC) PAVEMENT LIFT OUT	For: Thirty dollars no cents	30.00	316,200.00
510.81000018	16,870	EA	DRILL AND ANCHOR DOWELS FOR PCC PAVEMENT REPAIRS	For: Eighteen dollars no cents	18.00	303,660.00
510.91000018	80	LF	TRANSVERSE JOINTS FOR PCC PAVEMENT REPAIRS	For: Fifteen dollars no cents	15.00	1,200.00
511.70000018	610	SF	PARTIAL-DEPTH REPAIR OF PORTLAND CEMENT CONCRETE PAVEMENT - CLASS HES CONCRETE	For: one hundred thirty dollars no cents	130.00	79,300.00
520.05000010	1,305	LF	SAW CUTTING PCC AND COMPOSITE PAVEMENT	For: SIX dollars no cents	6.00	7830.00
520.09000010	3,530	LF	SAW CUTTING ASPHALT CONCRETE	For: Five dollars no cents	5.00	17,650.00
552.17	235	SF	SHIELDS AND SHORING	For: Fifteen dollars no cents	15.00	3525.00
586.0201	95	EA	DRILLING AND GROUTING BOLTS OR REINFORCING BARS	For: Twenty dollars no cents	20.00	1,900.00

NO TEXT ON THIS PAGE

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
603.6118	30	LF	REINFORCED CONCRETE PIPE CLASS IV, 18 INCH DIAMETER	For: Two hundred dollars no cents	200.00	6,000.00
604.07200110	11	EA	SETTING NEW DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	For: Fifteen hundred dollars no cents	1,500.00	16,500.00
604.07210110	7	EA	RESETTING EXISTING DRAINAGE FRAMES ON EXISTING DRAINAGE STRUCTURES	For: Fifteen hundred dollars no cents	1,500.00	10,500.00
604.07240110	8	EA	REBUILDING TOP OF EXISTING DRAINAGE STRUCTURE	For: Three thousand dollars no cents	3,000.00	24,000.00
604.07260011	1	EA	CONNECTION TO EXISTING DRAINAGE FACILITIES	For: Two thousand dollars no cents	2,000.00	2,000.00
604.07290010	75	SF	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES	For: one hundred dollars no cents	100.00	7,500.00
604.501012	15	LF	SPECIAL DRAINAGE STRUCTURE	For: Two thousand dollars no cents	2,000.00	30,000.00
606.5348	220	LF	RESETTING BOX BEAM GUIDE RAIL (NEW POSTS)	For: Eighty dollars no cents	80.00	17,600.00
606.76	28	EA	REMOVING AND DISPOSING OF GUIDE POSTS, GUIDE RAIL POSTS, AND MEDIAN BARRIER POSTS	For: Fifty dollars no cents	50.00	1,400.00
608.0102	25	CY	ACCELERATED CURE SIDEWALKS AND DRIVEWAYS	For: Eight hundred fifty dollars no cents	850.00	21,250.00
608.01050010	235	CY	CONCRETE SIDEWALKS - UNREINFORCED (GRADING INCLUDED)	For: Eight hundred dollars no cents	800.00	188,000.00
608.01050109	14	EA	CURB RAMP CONGIFURATION TYPE 1	For: Eight thousand dollars no cents	8,000.00	112,000.00

NO TEXT ON THIS PAGE

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
608.01050309	14	EA	CURB RAMP CONGIFURATION TYPE 3	For: Nine thousand dollars no cents	9,000.00	126,000.00
608.01050509	17	EA	CURB RAMP CONGIFURATION TYPE 5	For: Nine thousand dollars no cents	9,000.00	153,000.00
608.01050809	12	EA	CURB RAMP CONGIFURATION TYPE 8	For: Eight thousand dollars no cents	8,000.00	96,000.00
608.01051009	4	EA	CURB RAMP CONGIFURATION TYPE 10	For: Eight thousand dollars no cents	8,000.00	32,000.00
608.01051109	6	EA	CURB RAMP CONGIFURATION TYPE 11	For: Eight thousand dollars no cents	8,000.00	48,000.00
609.04010510	190	LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6	For: Fifty dollars no cents	50.00	9,500.00
609.04020510	560	LF	CAST-IN-PLACE CONCRETE CURB (GRADING INCLUDED) TYPE VF6A	For: seventy dollars no cents	70.00	39,200.00
610.1403	155	CY	TOPSOIL - LAWNS	For: one hundred dollars no cents	100.00	15,500.00
610.1602	780	SY	TURF ESTABLISHMENT - LAWNS	For: Twenty dollars no cents	20.00	15,600.00
614.060403	8	EA	TREE REMOVAL OVER 18 INCHES TO 24 INCHES DIAMETER BREASTHEIGHT - STUMPS CUT TO BELOW GRADE	For: one thousand dollars no cents	1,000.00	8,000.00
614.0701	7	EA	PRE-EXISTING STUMP REMOVAL UP TO 24 INCH DIAMETER AT 6 INCHES ABOVE GRADE	For: Nine hundred dollars no cents	900.00	6,300.00
614.0702	5	EA	PRE-EXISTING STUMP REMOVAL OVER 24 INCH TO 48 INCHDIAMETER AT 6 INCHES ABOVE GRADE	For: one thousand dollars no cents	1,000.00	5,000.00

NO TEXT ON THIS PAGE

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
619.01	1	LS	BASIC WORK ZONE TRAFFIC CONTROL	For: Three hundred fifty thousand dollars no cents	350,000.00	350,000.00
619.04	190	EA	TYPE III CONSTRUCTION BARRICADE	For: Fifty dollars no cents	50.00	9,500.00
619.0901	3,365	LF	TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)	For: one dollar no cents	1.00	3365.00
619.110511	36	EA	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPERATIONAL EQUIPMENT SPECIFIED, NO CELLULAR COMMUNICATIONS REQUIRED	For: six thousand dollars no cents	6,000.00	216,000.00
619.24	1	LS	NIGHTTIME OPERATIONS (ENITRE PROJECT)	For: Three hundred thousand dollars no cents	300,000.00	300,000.00
621.03	1,045	LF	CLEANING CLOSED DRAINAGE SYSTEMS	For: six dollars no cents	6.00	6270.00
621.04	135	EA	CLEANING DRAINAGE STRUCTURES	For: one thousand dollars no cents	1,000.00	135,000.00
625.01	1	LS	SURVEY OPERATIONS	For: Fifteen thousand dollars no cents	15,000.00	15,000.00
640.25000010	390	LF	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPEDPARKING SPACES	For: Five dollars no cents	5.00	1950.00
645.5102	83	SF	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 32 SF WITH Z-BARS	For: one hundred dollars no cents	100.00	8,300.00
645.81	3	EA	TYPE A SIGN POSTS	For: six hundred dollars no cents	600.00	1,800.00
647.51	14	EA	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF)	For: Fifty dollars no cents	50.00	700.00

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Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
655.07030010	1	EA	CAST FRAME F3, WITHOUT CURB BOX AND WITH RETICULINE GRATE G3	For: Eighteen hundred dollars no cents	1,800.00	1,800.00
655.0706	11	EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINE GRATE G3	For: Eighteen hundred dollars no cents	1,800.00	19,800.00
655.1202	9	EA	MANHOLE FRAME AND COVER	For: Twelve hundred dollars no cents	1,200.00	10,800.00
656.01	5,125	LB	MISCELLANEOUS METALS	For: Three dollars no cents	3.00	15,375.00
680.51000010	8	EA	ALTER ELEVATION OF PULLBOXES	For: Eight hundred dollars no cents	800.00	6,400.00
680.51111010	4	EA	SLIP RESISTANT SURFACE FOR CAST IRON PULLBOX COVERS	For: Eight hundred dollars no cents	800.00	3,200.00
680.520202	45	LF	TRAFFIC SIGNAL CONDUIT, FLEXIBLE LIQUID TIGHT STEEL, 3/4"	For: Eighty dollars no cents	80.00	3,600.00
680.54	595	LF	INDUCTANCE LOOP INSTALLATION	For: Forty dollars no cents	40.00	23,800.00
680.72	1,330	LF	INDUCTANCE LOOP WIRE	For: Thirty dollars no cents	30.00	39,900.00
685.03120018	10	EA	RAISED REFLECTORIZED SNOWPLOWABLE PAVEMENT MARKERS (TWO-WAY YELLOW)	For: Two hundred dollars no cents	200.00	2,000.00
685.072001NA	71,355	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	For: one dollar no cent	1.00	71,355.00
685.072002NA	44	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT LETTERS - 20 MILS (TRIPLE DROP)	For: Two hundred fifty dollars no cents	250.00	11,000.00

NO TEXT ON THIS PAGE

Item No	Engineers Estimate	Unit	Item Description	Unit Price Written in Words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
685.072003NA	63	EA	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT SYMBOLS - 20 MILS (TRIPLE DROP)	For: Two hundred fifty dollars no cents	250.00	15,750.00
685.072004NA	5,750	LF	HIGHLY REFLECTORIZED WHITE EPOXY CROSS HATCHING - 20 MILS (TRIPLE DROP)	For: Two dollars fifty cents	2.50	14,375.00
685.072006NA	66,580	LF	HIGHLY REFLECTORIZED YELLOW EPOXY PAVEMENT STRIPES - 20 MILS (TRIPLE DROP)	For: One dollar no cent	1.00	66,580.00
685.072007NA	1,015	LF	HIGHLY REFLECTORIZED WHITE EPOXY PAVEMENT STRIPES (CROSS HATCHING) - 20 MILS (TRIPLE DROP)	For: Two dollars fifty cents	2.50	2537.50
697.03*	455,000	DC	FIELD CHANGE PAYMENT	For: ONE DOLLAR ZERO CENTS	$1.00	455,000.00
698.04*	1,900	DC	ASPHALT PRICE ADJUSTMENT	For: ONE DOLLAR ZERO CENTS	$1.00	1,900.00
698.05*	100	DC	FUEL PRICE ADJUSTMENT	For: ONE DOLLAR ZERO CENTS	$1.00	100.00
699.040001	1	LS	MOBILIZATION	For: Four hundred thousand dollars no cents	400,000.00	400,000.00

*Force Bid

Total Bid in Numbers $ 9,498,897.50

Total Amount in Words nine million four hundred ninety eight thousand eight hundred ninety seven dollars fifty cents.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 56+

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 56+

   b. as a Subcontractor 56+

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
please see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
please see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None - NA

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None - NA

10. In what other lines of business are you financially interested?

None - NA

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Christopher Novelli	vp	30+	in all phases of all work	
Bryan Novelli	operator/super	25+	in all phases of all work	

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
please see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NO

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

We have reviewed the plans & specs and will complete in a timely manner.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Review the plans/specs and lay out and complete in a timely manner

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

please see attached

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

please see attached

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF NASSAU)

Christopher Novelli, being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the VP of Thomas Novelli Contracting Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 27th day of January 2026, DANIELLE NOVELLI-MILAZZO
Notary Public - State of New York
NO. 01NO6187414
Qualified in Nassau County
My Commission Expires 5/19/28

Danielle Novelli-Milazzo
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

THOMAS NOVELLI CONTRACTING CORP.

41 Sarah Drive
Farmingdale, New York 11735
(631) 390-8882
FAX (631) 390-9020
www.thomasnovelli.com

WORK PERFORMED IN THE PAST 5 YEARS:

Town of Oyster Bay
Improvements to East Lincoln Avenue
Dan Migette 516 677 5935
[redacted]une 25th,2024 to present

City of Long Beach
The Walks Water Main Replacement Phase 1
Christine Murphy 516 431 1011
[redacted] July 10th, 2024 to present

City of Long Beach
Reconstruction of Heron, North of East Pine Street
Christine Murphy 516 431 1011
[redacted] August 15th, 2024 to present

Inc Village of Patchogue
Patchogue River Watershed Sewer Project-Phase 2
Dan Penza H2M Architects and Engineers (631) 756-8000
[redacted] June 12th,2024 to present

Inc . Village of Garden City
Sanitary Sewer – 12th Street to 11th Street

[redacted]February 7th,2024 to September 19th,2024

County of Suffolk
Central Islip Carleton Avenue Sanitary Sewer Extension
Ben Liang
[redacted] July 10th, 2023 to present

Town of Babylon
West Lido Promenade Phase 1
Paul McMahon LK McLean Associates (631) 286-8668
[redacted] September 1, 2022 to present

- **City of Long Beach**
  Reconstruction of Doyle Street between East Chester and Pine Street
  Brooke Anderson 516 431 10000 ext 1011
  [redacted]September 1,2022 to present

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Trafalgar Blvd-Broadway Area PW#15-21
  LK McLean Associates (631) 286-8668
  [redacted]September 7,2021 to November 15,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Helen Ct & George Ct Area PW#22-21
  H2M Architects (631) 756-8000
  [redacted]September 7,2021 to May 18,2022

- **Town of Hempstead**
  Storm Water Drainage Improvements and Road Raising-Carrel Blvd Ct Area PW#26-21
  Noris Ramirez-Walton (516)636-3726
  [redacted] August 30,2021 to December 16,2022

- **Inc Village of Westhampton Beach**
  Phase 1 Collection and Conveyance System to SCSD Contract G-General Construction
  Project Manager James Vierling (631) 756-8000
  [redacted] March 3,2021 to present

- **City of Long Beach**
  Reconstruction of Boyd Street, North of East Pine Street
  Project Manager Brooke Anderson
  516 431-1000 ext 1011
  [redacted] March 9,2021 to September 2021

- **City of Long Beach**
  Emergency Sanitary Sewer Main Replacement and Repairs on the East Side of Lindell Blvd
  Project Manager Brooke Anderson
  516 431-1000 ext 1011
  [redacted] December 21,2020 to December 23,2020

-
-

- **Town of Smithtown**
  Lake Ave Water Main, Sanitary Sewer and Force Main
  Project Manager Tim Nordberg 631 756 8000
  [redacted] 3.6.2020 to 9.11.2020

- **Town of Oyster Bay**
  Construction of Highway Improvements for the Fairwater Avenue Area
  Project Manager Dan Haas 516 677 5883
  [redacted] 6.15.2020 to present

- **Town of Riverhead**
  Sewage Treatment Plant Upgrade Contact S
  Project Manager Nick Bono 631 756 8000
  [redacted] 04.18.19 to 03.13.2020

- **Town of Oyster Bay**
  Construction of Highway & Drainage Improvements to the William Street Area
  Project Manager Russell Scott 631 427 5665
  [redacted] 02.12.19 to 02.13.2020

- **Town of Riverhead**
  Hotel Indigo Sewer Extention Contract #RDSD 0603
  Project Manager Nick Bono 631 756 8000
  [redacted] 03.14.19 to 10.25.19

- **City of Long Beach**
  Sanitary Sewer Replacement Riverside Blvd b/t East Fulton and Pine Street
  Project Manager Brooke Anderson
  516 431 1000 ext 1011
- [redacted] 2.11.19 to 05.2019

- **City of Long Beach**
  Reconstruction of Pacific Blvd b/t East Walnut & East Broadway
  Project Manager Brooke Anderson
  516 431 1000 ext 1011
  [redacted] 9.13.18 to 04.19.19

  Blue Point Brewery Sewer Connection
  Project Manager James Vierling 631 756 8000
  [redacted] 01.04.2018 to 05.30.2018

- **NYS OPRHP**
  Sanitary System Improvements Heckscher State Park
  Project Manager: Robert Dename
  [redacted] 10.19.17 to present 10.01.18

- **Inc Village of Atlantic Beach**
  2017 Roadway Improvements Bay Blvd-Acapulco Street- Granada Street
  Project Manager: Steve Cherson 516 371 4600
  [redacted]0.17.17 to 11.2018

  County of Nassau
  Rehabilitation of Pearl Street Bridge
  Project Manager: August Eberling
  [redacted]August 2016 to August 2017

- **Town of Oyster Bay**
  Construction of Highway Improvements for Canal Road and Seabreeze Road
  Daniel Haas 516 677 5883
  [redacted] 8.15.17 to 12.2017

- **Village of Patchogue**
  Replacement of Sewer Lateral at 69 & 71 E Main Street
  Project Manager James Vierling 631 756 8000
  [redacted] 10.31.17 to 11.15.17

- **Village of Atlantic Beach**
  2017 Road Improvements
  Project Manager: Steve Cherson 516 371 4600
  [redacted]February 2017 to July 27,2017

- **Village of Atlantic Beach**
  2016 Road Improvements
  Project Manager: Steve Cherson 516 371 4600
  [redacted] ovember 2016 to July 27,2017

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

January 27, 2026

Owner :County of Suffolk
Description :Huntington Hub Wastewater Pumping Stations
Contract/Bid No. :CP#8195

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that Thomas Novelli Contracting Corp. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026. Is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

International Union of Operating Engineers

LOCAL UNIONS 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

NASSAU & SUFFOLK COUNTIES
137 Gazza Blvd, Farmingdale, N.Y. 11735

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, JR.	JOHN J. DUFFY	ANTHONY MALIZIA	STEPHEN BARNETT
President	Vice President	Recording Corresponding Secretary	Financial Secretary

January 21, 2026

County of Nassau

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Thomas Novelli Contracting Corp.

Project: Concrete Roadway Repair -Various Locations
Contract #H61587-74G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Thomas Novelli Contracting Corp.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd Ste 700
Uniondale NY 11553

License#: 0C36861
THOMNOV-01

CONTACT NAME: Paul Maloney
PHONE (A/C, No, Ext): 516-414-8613
FAX (A/C, No):
E-MAIL ADDRESS: Paul.Maloney@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers Ind	41424
INSURER B : New Jersey Casualty Insurance	10732
INSURER C : Accident Fund Insurance Compan	10166
INSURER D : Ascot Insurance Company	23752
INSURER E : Berkley Regional Insurance Com	29580
INSURER F :	

INSURED
Thomas Novelli Contracting Corp
41 Sarah Drive
Farmingdale NY 11735

COVERAGES **CERTIFICATE NUMBER:** 79087883 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	[redacted]	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	12/4/2025	12/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C D	Excess Liability Inland Marine	Y Y	Y	[redacted]	3/1/2025 11/12/2025	3/1/2026 11/12/2026	Occurrence/Aggregate Equipment Cat Limit	$2,000,000 $5,764,894

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd Ste 700
Uniondale NY 11553

CONTACT NAME: Dylan Lovell
PHONE (A/C, No, Ext): 516-414-8659 FAX (A/C, No):
E-MAIL ADDRESS: Dylan.Lovell@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers Ind	41424
INSURER B : New Jersey Casualty Insurance	10732
INSURER C : Berkley Regional Insurance Com	29580
INSURER D : Accident Fund Insurance Compan	10166
INSURER E : Navigators Insurance Company	42307
INSURER F :	

INSURED
Thomas Novelli Contracting Corp
41 Sarah Drive
Farmingdale NY 11735
THOMNOV-01

COVERAGES **CERTIFICATE NUMBER:** 1828279457 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	[redacted]	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	[redacted]	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	12/4/2025	12/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
D E	Excess Liability Contractors Pollution Liab	Y		[redacted]	3/1/2025 12/10/2024	3/1/2026 3/1/2026	Occurrence/Aggregate Each Claim/Agg	$2,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
THOMAS NOVELLI CONTRACTING CORP.
9405 165TH STREET
JAMAICA, NY 11433

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
07/20/2025 to 07/19/2026

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/18/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

C/N

Christopher V. Novelli

Vice President

631 390 8882

cnovelli@thomasnovelli.com

NY

ABOUT ME

Having grown up in the construction business, I am a third-generation owner with over 30 years' experience in all aspects of heavy construction

Being born into the construction industry, from a very early age I was involved with the family business. Whether it be washing trucks on Saturdays or sweeping floors after school, I was always looking forward to doing something to learn the trade.

My responsibilities would grow after high school to include supervising my own crews, dealing with engineers and inspectors and learning to have pride in the work we did.

My father instilled the philosophy that our family's name was on every project we completed and that honestly and accountability were the only things important in this line of work.

I am very proud to continue to operate from the same address and use the same phone number from over 80 years ago, when my grandfather first started this business.

It goes to show that in a time when companies come and go overnight, the steadfast company with a strong moral foundation will be able to weather any climate and continue to grow.

[redacted]

business growth and expansion since.

-*Confined Space Supervisor Course*

[redacted]

-Crane Operator Training

[redacted]

-Excavation and Trenching Competent Person

[redacted]

-OSHA 30 Construction Course

[redacted]

-L.I.L.W.A Health and Safety Procedures

-N.G.A. Qual 70-71 Gas Safety

-NYS One Call Certified

[redacted]

- Member of Operating Engineers Local 138 for over 25 years
- Current NYS CDL Class A Drivers License
- OSHA 30 Certified
- Experience in All Aspects of Heavy and Civil Construction
- Competent Person in Confined Space entry, Excavation and Trenching
- Trained in Multiple Surveying and Grade Control Methods
- NYS One Call 811 Certified
- Well Versed in State and Local Regulations and Specifications
- Highly Organized with Ability to Manage Projects from Beginning to Completion.
- Utilization of Modern Techniques and Equipment to Complete Projects Ahead of Schedule and Under Budget.
- Oversee all Aspects of Business, including:
  -general supervision of all projects with project managers
  -equipment purchases and maintenance
  -estimating, bidding and scheduling
  -finance and bonding
  -client relations
  -responsible for obtaining and completing over $25 million of work annually

BUSINESS AUTO VEHICLE SCHEDULE WORKSHEET

VER: 1

All located at 41 Saran drive Farmingdale

Veh #	Year	Make	Model	nber	t
2	2003	John Deere	Special		
3	2006	Peterbilt			
4	2007	Peterbilt			
5	2009	Ford	F350		0
6	2015	John Deere	710K Back Ho		
7	2015	Unpublished	Spectec		
8	2004	Internationa			
9	2016	Ford	F550		
10	2016	Peterbilt			
11	2017	Eager Beaver			
13	2009	Freightliner	M2 106		
14	2018	John Deere	Backhoe Load		
15	2019	Kenworth	T880		
16	2019	Unpublished	CAM Superlin		
17	2019	Unpublished	CAM Superlin		
18	2019	Ford	F250		
19	2019	Ford	F250		
20	2019	Unpublished	Spectec SRD3		
21	2012	Mitsubishi	FE180		
22	2020	Talbert	Trailer 55CC		
23	2021	Kenworth	T270		
24	2014	Freightliner INTERN	MT55		
25	2022	Kenworth	T880		
26	2022	Ford	F350		
27	2022	Kenworth	T270		
28	2022	Ford	F350		
29	2022	Unpublished	Trail King T		

30	2022	Ford	F350	
31	2021	Caterpillar	322F	
32	2019	Caterpillar	950	
33	2020	John Deere		
34	2024	Kenworth	T880	
35	2010	Great Dane T		
36	2021	Unpublished	Trail King	
37	2008	Ford	E150	
38	2024	Isuzu	Mounted Odra	
40	2007	Internationa	7000	
41	2023	Internationa	HV 607	
42	2024	Ditch Witch	Peterbilt	

All located at
41 Saran Drive
Farmingdale

Thomas Novelli Contracting Corp.

All located at
41 Sarah Drive
Farmingdale

Scheduled Equipment:

1 2003 John Deere Backhoe
2 2000 Ingersoll Rand Drumroller
3 2006 Komatsu Hydraulic Excavator PC308USLC
4 2002 Komatsu Wheel Loader WA450-5L
5 2010 AB1 Hammer/Stand Hose Bundle
6 2004 Doppstadt slow speed shredder
7 2012 Liebherr 924 Crubbert Tired Excavator
8 2012 Komatsu PC55MR-3
9 2015 John Deere Back Hoe
10 2012 John Deere Excavator
11 2016 Komatsu Wheel Loader WA470-7
12 2011 Hamm Vibratory Roller
13 2018 Kaeser Compressor 210 CF w/ Breaker
14 2018 John Deere Backhoe Loader
15 2018 John Deere Track Loader
16 2018 Indeco Breaker
17 2008 Kent Breaker
18 2004 International Stakebed
19 2018 John Deere Compact Excavator
20 2018 Hamm Roller
21 2019 John Deere Excavator
22 2018 Vogele Paver Supper
23 2018 Cold Mill with a 60" drum w/ HT22 QC Heade
24 Wacker Reversible Plate Tramper
25 2016 Pump Equipment Thompson Lobe
26 2017 Hitachi #0085 Excavator & Coupler
27 2019 John Deere Excavator
28 Barbco Boring Machine
29 2015 Caterpillar Paver AP1055F
30 Pathfinder 500 Steering System w/ various pieces of equip per inv #2912

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Christopher Novelli - VP — 1/27/16
Name and Title of Authorized Representative — m/d/yy

Signature — 1/27/16 Date

Thomas Novelli Contracting Corp
Name of Organization

41 Sarah Drive
Address of Organization

Farmingdale NY 11735

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Thomas Novelli Contracting Corp.
Address (street/city/state/zip code):	41 Sarah Dr, Farmingdale, NY 11735
Authorized Representative (name/title):	Sean Barclay/Project Engineer
Authorized Signature:	Sean Barclay
Contract Number:	H61587-74G
Contract/Project Name:	Phase 74 - Concrete Roadway Repair - Various Locations
Contract/Project Description:	Asphalt pavement mill and pave, concrete repairs and improvements to concrete wearing surface in travel lanes, milling and asphalt resurfacing of shoulders, installation of curbs, sidewalks, ADA compliant curb ramps, driveway aprons, drainage structures, trees, replacement of pavement markings and traffic loops

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$9,462,853.40		
Total MBE Dollar Amount	$30,000	MBE Contract Percentage	0.32%
Total WBE Dollar Amount	$252,200	WBE Contract Percentage	2.67%
Total SDVOB Dollar Amount	$0	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	$282,200	Combined M/WBE/SDVOB Contract Percentage	3%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Gomez Engineering Architecture and Survey LLC Address: 6 Fonda Pl City: Staten Island State/Zip Code: NY, 10309 Authorized Representative: Alejandro Gomez Telephone No. 201-203-8162	Survey Operations	Amount ($): $15,000 Award Date: 9/1/26	Start Date: 10/1/26 Completion Date: 11/1/27
Name: General Foundries, Inc. Address: 1 Progress Rd City: North Brunswick Township, NJ State/Zip Code: NJ, 08902 Authorized Representative: Ajay Narang Telephone No. 732-951-9001	Precast Structures and Castings Supplier	Amount ($): $15,000 Award Date: 9/1/26	Start Date: 10/1/26 Completion Date: 11/1/27
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co., Inc Address: 31 Cleveland Ave City: Bayshore State/Zip Code: NY, 11706 Authorized Representative: Marissa O'Neill Telephone No. 631-567-2711	Sealing transverse and longitudinal joints with highway joint sealant	Amount ($): $250,000 Award Date: 9/1/26	Start Date: 10/1/26 Completion Date: 11/1/27
Name: Photosynthesis Photography Address: 5 Concord Dr City: Stony Point State/Zip Code: NY, 10980 Authorized Representative: Nancy Lenore Telephone No. 845-521-0107	Pre and Post Construction Photography	Amount ($): $2,200 Award Date: 9/1/26	Start Date: 10/1/26 Completion Date: 11/1/27
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

E-75-26 Corrected Version

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NASSAU COUNTY
LEGISLATURE
2020 JAN -8 P 12:44

Certified: --

E-75-26

NIFS ID: CQAT26000016

Capital:

Contract ID #: **CQAT26000016**

NIFS Entry Date: **05/08/2026**

Department: County Attorney

Service: **special counsel (Shah)**

Term: **April 22, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Bee Ready Law Group LLP**	ID#:**113299284**
Main Address: **170 Old Country RoadMineola, NY 11501**	
Main Contact: **Laura Hansen**	
Main Phone: **(516) 746-5599**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Bee Ready Law Group, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Sunita Shah v. Detective John Liston, individually, Police Officer Andrew Martone, individually, Police Officer Michael Kenney, individually, Detective David Twomey, individually, and The County of Nassau, Docket No. 18-cv-4625.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.
In a streamlined mini-bid solicitation issued February 26, 2026, a total of forty (40) law firms qualified in the area of Appeals were solicited from the Special Counsel Panel. Four (4) firms (Hoguet Newman, Bee Ready Law Group, Law Office of Vincent D. McNamara, Greenberg Traurig) responded. After reviewing several factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling Appeals cases for municipalities. Based on the committee's analysis,

Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of the contract will be $55,000. Partial encumbrance of $34,800.

Change in Contract from Prior Procurement: This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0330-2211

Advertised On: 03/30/2022

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2022

Number of proposals received: 13

Evaluation Committee members: Lisa LoCurto, John Hiller, Brian Libert, Laurel Kretzing, Seth Blau, Jose Lopez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Counsel was selected through a streamlined mini-bid solicitation issued on February 26, 2026, utilizing the established qualified panel of law firms. Counsel was deemed qualified pursuant to the above-referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$34,800.00
						TOTAL		**$34,800.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$34,800.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$34,800.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/15/2026 04:01PM	Approved
NIFS Final Approval	Mary Nori	05/15/2026 04:01PM	Approved
Final Approval	Mary Nori	05/15/2026 04:01PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/19/2026 11:01AM	Approved
RE & Insurance Verification	Salvatore Spezio	05/19/2026 11:01AM	Approved
NIFS Approval	Mary Nori	05/19/2026 05:13PM	Approved
Final Approval	Mary Nori	05/19/2026 05:13PM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/15/2026 04:21PM	Approved
NIFA Approval	Irfan Qureshi	05/18/2026 01:54PM	Approved
Final Approval	Irfan Qureshi	05/18/2026 01:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	05/20/2026 10:41AM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 02:55PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/05/2026 03:48PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BEE READY LAW GROUP, LLP.

WHEREAS, the County has negotiated a personal services agreement with Bee Ready Law Group, LLP., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Bee Ready Law Group, LLP.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney,** having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **Bee Ready Law Group, LLP,** with an office located at 170 Old Country Road, Suite 200, Mineola, NY 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 22, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *Sunita Shah v. Detective John Liston, individually, Police Officer Andrew Martone, individually, Police Officer Michael Kenney, individually, Detective David Twomey, individually, and The County of Nassau,* EDNY Docket No. 18-cv-4625 (ST), a §1983 case currently being appealed in the United States Court of Appeals for the Second Circuit, Case No. 25-2680 (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Fifty-Five Thousand Dollars ($55,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner/Of Counsel:	$290.00
(ii)	Associate:	$290.00
(iii)	Paralegal:	$150.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Thirty-Four Thousand Eight Hundred Dollars ($34,800.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and

government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or

matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(iv) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(v) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(vi) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(vii) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(viii) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(ix) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and

certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage

under, any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

BEE READY LAW GROUP, LLP

By: _____

Name: Stephen Martir

Title: Managing Partner

Date: 4/27/26

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: May 6, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of APRIL in the year 2026 before me personally came STEPHEN MARTIR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the MANAGING PARTNER of BEE READY LAW GROUP, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LAURA L. SCHMITT
Notary Public, State of New York
No. # 01SC5088295
Qualified in Nassau County
Commission Expires Nov. 17, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of May in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

HEATHER M OGGERI
Notary Public - State of New York
NO. 01OG0045638
Qualified in Nassau County
My Commission Expires Jan 14, 2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   STEPHEN MARTIR (Name)

   170 Old Country Rd, Mineola, NY 11501 (Address)

   516-746-5599 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the County and the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/6/26
Dated

Signature of Chief Executive Officer

Stephen Martir
Name of Chief Executive Officer

Sworn to before me this

6th day of MAY, 2026

Notary Public

LAURA L. SCHMITT
Notary Public, State of New York
No. # 01SC5088295
Qualified in Nassau County
Commission Expires Nov. 17, 2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Bee Ready Law Group LLP

2. Amount requiring NIFA approval: $55,000.00

Amount to be encumbered: $34,800.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to April 22, 2026 to completion
Has work or services on this contract commenced? Yes

If yes, please explain: Services in contract required immediate representation by Counsel.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with Bee Ready Law Group, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Sunita Shah v. Detective John Liston, individually, Police Officer Andrew Martone, individually, Police Officer Michael Kenney, individually, Detective David Twomey, individually, and The County of Nassau, Docket No. 18-cv-4625.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/18/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

Maureen O'Connell for County Clerk
Bruce Blakeman 2021
Friends of Meagan McCarty
Citizens for Nicolello
Friends of Laura Schaefer
Friends of Vincent T. Muscarella
Friends for Steven Rhoads
Pete King for Congress
Friends of John Giuffre
Friends of John Ferretti
Citizens for Saladino
Friends of Jennifer Gallub Pravato
Friends of Samantha Goetz
Friends of Tom Hand
Friends of Rose Walker
Friends of Lou Imbroto
Friends of Jeanine Driscoll
Friends of Andrew A. Monteleone

Electronically signed and certified at the date and time indicated by:
Laura Hansen [LHANSEN@BEEREADYLAW.COM]

Dated: 01/30/2026 02:52:26 pm

Vendor: Bee Ready Law Group, LLP

Title: Office Manager

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Stephen L. Martir
Date of birth: 06/21/1986
Home address: 2339 Hynes Place
City: Bellmore State/Province/ Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 170 Old Country Road, Ste. 200
City: Mineola State/Province/ Territory: NY Zip/Postal Code: 11501
Country US
Telephone: 5167465599

Other present address(es):
City: Ste 200 State/Province/ Territory: NY Zip/Postal Code:
Country: US
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	01/01/2024
Vice President			
(Other)			

Type: Managing Partner
Description:
Start Date: 01/01/2025

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

33.33% equity interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
As equity partner, personally liable on certain firm obligations.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephen Martir , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen Martir , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Bee Ready Law Group, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen Martir SMARTIR@BEEREADYLAW.COM

Managing Partner

Title

05/06/2026 10:08:28 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/07/2025

1) Proposer's Legal Name: Bee Ready Law Group, LLP

2) Address of Place of Business: 170 Old Country Road, Ste. 200

City: Mineola State/Province/ Territory: NY Zip/Postal Code: 11501

Country: US

3) Mailing Address (if different): None

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-3299284

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
Executive Settlement Company, LLC

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists except for instances wherein this firm represents a co-defendant in litigation and a cross-claim against the County may be appropriate. In all such cases, this office would obtain a waiver from respective clients before proceeding.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

This firm utilizes both a manual and computer based program to review for any conflict of issue questions.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
03/01/1977

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
William C. DeWitt, 815 East Bay Drive, West Islip, NY 11795 - partner
Andrew K. Preston, 129 Meadow Street, Garden City, NY 11530 - partner
Stephen L. Martir, 2339 Hynes Place, Bellmore, NY 11710 - Managing partner

iii) Name, address and position of all officers and directors of the company. If none, explain.
William C. DeWitt, 815 East Bay Drive, West Islip, NY 11795 - partner
Andrew K. Preston, 129 Meadow Street, Garden City, NY 11530 - partner
Stephen L. Martir, 2339 Hynes Place, Bellmore, NY 11710 - Managing partner

iv) State of incorporation (if applicable);

v) The number of employees in the firm;
21

vi) Annual revenue of firm;
5000000

vii) Summary of relevant accomplishments
N/A

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
45

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Hempstead		
Contact Person	Joseph Nocella		
Address	One Washington Street, Town Hall Plaza		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3632		
Fax #			
E-Mail Address	josenoc@tohmail.org		

Company	Inc. Village of Garden City		
Contact Person	Ralph Suozzi		
Address	351 Stewart Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 465-4000		
Fax #	(516) 742-5223		
E-Mail Address	rsuozzi@gardencityny.net		

Company	Village of Freeport		
Contact Person	Howard Colton		
Address	46 N. Ocean Avenue		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2393		
Fax #	(516) 377-2249		
E-Mail Address	hcolton@freeportny.gov		

I, Laura L. Hansen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura L. Hansen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Bee Ready Law Group, LLP

Electronically signed and certified at the date and time indicated by:
Laura L. Hansen LHANSEN@BEEREADYLAW.COM

Office Manager
Title

02/02/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Bee Ready Law Group, LLP

Address: 170 Old Country Road, Ste. 200

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

2. Entity's Vendor Identification Number: 11-3299284

3. Type of Business: Other (specify) Limited Liability Partnership

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: NC CCV Disclosure form.pdf

First Name: Stephen
Last Name: Martir
MI: Suffix:
Address: 170 Old Country Road
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Position: Managing Partner

First Name: Richard
Last Name: Ready
MI: P Suffix:
Address: 210 Beebe Road
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Position: Partner

First Name Andrew
Last Name Preston
MI K Suffix
Address 129 Meadow Street
City Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
Country US
Position Partner

First Name Peter
Last Name Bee
MI A Suffix
Address 100 Hilton Avenue #206
City Garden City State/Province/ Territory: NY Zip/Postal Code: 11530
Country US
Position partner

First Name William
Last Name DeWitt
MI C Suffix
Address 815 East Bay Drive
City West Islip State/Province/ Territory: NY Zip/Postal Code: 11795
Country US
Position Partner

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Same as above

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Executive Settlement, LLC - not involved in performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Laura Hansen [LHANSEN@BEEREADYLAW.COM]

Dated: 02/27/2026 04:13:36 pm

Title: Office Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Bee Ready Fishbein Hatter & Donovan, LLP

Address: 170 Old Country Road, Ste. 200

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-3299284

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp LLP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Peter A. Bee, 60 Poplar Street, Garden City, NY 11530

Richard P. Ready, 5 Somerset Place, Syosset, NY 11791

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See No. 4 above

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Laura Hansen state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Bee Ready Law Group, LLP

Vendor's Address: 170 Old Country Road Ste 200 NY US 11501

Vendor's EIN or TIN: 113299284

Forms Submitted:

Political Campaign Contribution Disclosure Form: 01/30/2026 02:52:26 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 02/02/2026 04:03:31 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/27/2026 04:13:36 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name Stephen Martir [SMARTIR@BEEREADYLAW.COM]
Date Certified 05/06/2026 10:08:28 am

I, Laura Hansen hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Laura Hansen LHANSEN@BEEREADYLAW.COM
Name

Office Manager
Title

Bee Ready Law Group, LLP
Name of Submitting Entity

05/06/2026 02:58:59 pm
Date

BEEREAD-02 NSCHNEIDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Brokerage Corp 225 Broadhollow Road Suite 106 Melville, NY 11747	CONTACT NAME: Nicole Schneider PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: nschneider@abc990.com
INSURED Bee Ready Law Group, LLP 170 Old Country Road Suite 200 Mineola, NY 11501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Company of Hartford — 20478 INSURER B : Continental Casualty Company — 20443 INSURER C : Hartford Underwriters Ins Co — 30104 INSURER D : Travelers Casualty & Surety of America — 31194 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [ ] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		7038872220	6/25/2025	6/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7038872220	6/25/2025	6/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			7038872363	6/25/2025	6/25/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12WECBR9A6E	1/31/2025	1/31/2026	PER STATUTE [ ] OTH-ER [ ] E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Crime			107112504	6/25/2025	6/25/2026	$25,000 Retention	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured as per written and executed contract.

CERTIFICATE HOLDER	CANCELLATION
Nassau County Attorney's Office 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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BEEREAD-01 PAVANKUMARINDARG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amie Wright	
NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	PHONE (A/C, No, Ext): (802) 521-1975	FAX (A/C, No): (802) 888-5278
	E-MAIL ADDRESS: amie.wright@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Insurance Company	32603
INSURED	INSURER B :	
Bee Ready Law Group, LLP 170 Old Country Road Mineola, NY 11501	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	E&O/Professional Lia			PLP-2239391-P2	12/7/2025	12/7/2026	Per Claim/Aggregate	5,000,000
A	E&O/Professional Lia			PLP-2239391-P2	12/7/2025	12/7/2026	Retention	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

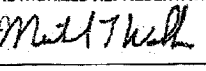
CERTIFICATE HOLDER

Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLIANCE BROKERAGE CORP/PHS 12127667 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		**NAIC#**
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Bee Ready Law Group LLP
170 OLD COUNTRY RD STE 200
MINEOLA NY 11501-4309

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 WEC BR9A6E	01/31/2026	01/31/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Nassau County Attorney's Office
1 WEST ST
MINEOLA NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

BEE READY FISHBEIN HATTER & DONOVAN LLP
170 OLD COUNTRY ROAD
MINEOLA, NY 11501

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

516 746 5599

1c. Federal Employer Identification Number of Insured or Social Security Number

113299284

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier

First Unum Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

935015

3c. Policy effective period

05/29/2025 to 05/29/2026

4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/29/2025 By Joseph Gilliand
Digitally signed by Joseph Gilliand
DN: OU=DBL Specialist, O=Unum, CN="Joseph Gilliand", E=JGilliand@unum.com
Reason: I am the author of this document
Location:
Date: 2025.05.29 18:47:12-04'00'
Foxit PDF Editor Version: 13.1.0
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Joseph Gilliand DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

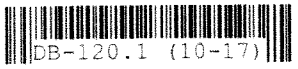
State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***



NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

BEE READY LAW GROUP, LLP
170 OLD COUNTRY ROAD
MINEOLA, NY 11501

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

516 746 5599

1c. Federal Employer Identification Number of Insured or Social Security Number

113299284

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier

First Unum Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

935015

3c. Policy effective period

05/18/2026 to 05/18/2027

4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/18/2026 By Madelyn Patton

Digitally signed by Madelyn Patton
DN: CN=Madelyn Patton, E=mpatton@unum.com
Reason: I am the author of this document
Location:
Date: 2026.05.18 10:32:02-04'00'
Foxit PDF Editor Version: 13.2.2

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Madelyn Patton DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **May 15, 2026**

SUBJECT: **Delay Memo – Bee Ready Law Group, LLP**

The purpose of this memo is to explain the delay in processing a new contract between the County and Bee Ready Law Group, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as *Sunita Shah v. Detective John Liston, individually, Police Officer Andrew Martone, individually, Police Officer Michael Kenney, individually, Detective David Twomey, individually, and The County of Nassau,* EDNY Docket No. 18-cv-4625 (ST), a §1983 case currently being appealed in the United States Court of Appeals for the Second Circuit, Case No. 25-2680.

This matter was assigned to Counsel on April 22, 2026. Counsel signed and returned the agreement shortly thereafter. Their final disclosure forms, the Principal Questionnaire and Certificate of No Change, were completed on May 6, 2026. After confirming all disclosures were completed and requisite insurance documents were in place, we packaged this contract to start the process for all requisite County approvals.

I trust this memorandum satisfies your inquiry; however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

Certified: --

E-76-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 5, 2026
4:13 PM

NIFS ID: CQAT26000015

Capital:

Contract ID #: **CQAT26000015**

NIFS Entry Date: **05/04/2026**

Department: County Attorney

Service: **Special Counsel (Pfail)**

Term: **April 23, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Law Office of Vincent D. McNamara**	ID#:**113412357**
Main Address: **1045 Oyster Bay Road East Norwich, NY 11732**	
Main Contact: **Vincent McNamara**	
Main Phone: **(516) 922-9100**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent the County in the matter known as Brian Pfail v. County of Nassau, Nassau County Police Department, Police Officer Joseph Massaro, in his individual and official capacity, Police Officer Jonathan Panuthos, in his individual and official capacity, Police Officer Karen C. O'Brien, in her individual and official capacity, Sergeant Thomas Iannucci, in his individual and official capacity, and John Does 1-10, in their individual and official capacities, EDNY Docket No. 16-cv-518 (NRM).

Procurement History: : In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.

In a streamlined mini-bid solicitation issued February 26, 2026, a total of forty (40) law firms qualified in the area of Appeals were solicited from the Special Counsel Panel. Two (2) firms responded. After reviewing several factors, the committee found that

Counsel possessed a satisfactory reputation in state and federal courts handling Appeals for municipalities. Based on the committee's analysis, Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; file review; briefs; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of this contract will be $176,000. The partial encumbrance will be $66,000.

Change in Contract from Prior Procurement: This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1808

Advertised On: 04/25/2018

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/31/2018

Number of proposals received: 45

Evaluation Committee members: Lisa LoCurto, Daniel Gregware, Sighle Lynch

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The justification memo details how Counsel was selected for this matter using the established special counsel Panel of firms.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$66,000.00
						TOTAL		**$66,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$66,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$66,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/11/2026 03:01PM	Approved
NIFS Final Approval	Mary Nori	05/11/2026 03:02PM	Approved
Final Approval	Mary Nori	05/11/2026 03:02PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	05/12/2026 04:50PM	Approved
RE & Insurance Verification	Julie Silverstein	05/13/2026 05:13PM	Approved
NIFS Approval	Mary Nori	05/15/2026 04:51PM	Approved
Final Approval	Mary Nori	05/15/2026 04:51PM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/11/2026 04:19PM	Approved
NIFA Approval	Irfan Qureshi	05/15/2026 02:31PM	Approved
Final Approval	Irfan Qureshi	05/15/2026 02:31PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/18/2026 11:30AM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 03:06PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/05/2026 03:54PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND THE LAW OFFICE OF VINCENT D. MCNAMARA

WHEREAS, the County has negotiated a personal services agreement with the Law Office of Vincent D. McNamara, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with the Law Office of Vincent D. McNamara.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney,** having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **Law Office of Vincent D. McNamara,** with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, NY 11732 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 23, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *Brian Pfail v. County of Nassau, Nassau County Police Department, Police Officer Joseph Massaro, in his individual and official capacity, Police Officer Jonathan Panuthos, in his individual and official capacity, Police Officer Karen C. O'Brien, in her individual and official capacity, Sergeant Thomas Iannucci, in his individual and official capacity, and John Does 1-10, in their individual and official capacities,* EDNY Docket No. 16-cv-518 (NRM), a §1983 case currently being appealed in the United Stated Court of Appeals for the Second Circuit (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; file review; briefs; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of One Hundred Seventy-Six Thousand Dollars ($176,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner	$230.00
(ii)	Of Counsel	$205.00
(iii)	Associate:	$195.00
(iv)	Paralegal:	$95.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Sixty-Six Thousand Dollars ($66,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and

government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or

matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(iv) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(v) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(vi) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(vii) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(viii) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(ix) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and

certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage

under, any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit

entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D. McNamara

Name: Vincent D. McNamara

Title: Principal

Date: May 1, 2026

NASSAU COUNTY

By: Thomas A. Adams

Name: Thomas A. Adams

Title: County Attorney

Date: May 4, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of May in the year 2026 before me personally came Vincent D. McNamara to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Principal of the Law Office of Vincent D. McNamara, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of May in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

HEATHER M OGGERI
Notary Public - State of New York
NO. 01OG0045638
Qualified in Nassau County
My Commission Expires Jan 14, 2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Vincent D. McNamara (Name)

1045 Oyster Bay Road, Suite 1
East Norwich, New York 11732 (Address)

(516) 922-9100 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the County and the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

May 1, 2026
Dated

Vincent D. McNamara
Signature of Chief Executive Officer

Vincent D. McNamara
Name of Chief Executive Officer

Sworn to before me this

1st day of May, 2026.

Margaret M. Grady
Notary Public

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Law Office of Vincent D. McNamara

2. Amount requiring NIFA approval: $176,000.00

Amount to be encumbered: $66,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to April 23, 2026 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: Services in Contract required immediate representation of the County.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent the County in the matter known as Brian Pfail v. County of Nassau, Nassau County Police Department, Police Officer Joseph Massaro, in his individual and official capacity, Police Officer Jonathan Panuthos, in his individual and official capacity, Police Officer Karen C. O'Brien, in her individual and official capacity, Sergeant Thomas Iannucci, in his individual and official capacity, and John Does 1-10, in their individual and official capacities, EDNY Docket No. 16-cv-518 (NRM).

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/15/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

BLAKEMAN FOR NASSAU - 4/28/25 - Check No. 12211 - $2,350.00 - 10/21/25 - Check No. 12483 - $1,000.00 - 12/8/25 - Check No. 12550 - $1,000.00

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 03:26:31 pm

Vendor: Law Office of Vincent D. McNamara

Title: Principal

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Vincent D. McNamara

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 1045 Oyster Bay Road, Suite 1

City:	East Norwich	State/Province/ Territory:	NY	Zip/Postal Code:	11732
Country	US				
Telephone:	516-922-9100				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	12/01/1997	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Office is a sole proprietorship but there is no listing in that vein in "positions held" so Chief Executive Officer was so designated.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Vincent D. McNamara , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Law Office of Vincent D. McNamara

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal

Title

03/06/2026 01:41:22 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 02/09/2026

1) Proposer's Legal Name: Law Office of Vincent D. McNamara

2) Address of Place of Business: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/ Territory: NY Zip/Postal Code: 11732

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 922-9100

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Every file that comes into the office has a double conflict check, both manually and electronically. In over ten years, we have never had a problem with this system.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Vincent D. McNamara, Principal
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Not applicable.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

5

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

28

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	INCORPORATED VILLAGE OF FREEPORT		
Contact Person	Howard E. Colton, Esq.		
Address	46 North Ocean Avenue		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2249		
Fax #	(516) 377-2366		
E-Mail Address	Hcolton@freeportny.gov		

Company	OFFICE OF THE SUFFOLK COUNTY ATTORNEY		
Contact Person	Susan A. Flynn		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4055		
Fax #	(631) 853-5169		
E-Mail Address	Susan.Flynn@suffolkcountyny.gov		

Company	F & L Claims Service, Inc.		
Contact Person	Stephen Lobaccaro, Claims Supervisor		
Address	560 Broad Hollow Road, Suite 202		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 393-6210		
Fax #	(631) 393-6211		
E-Mail Address	slobaccaro@fandlclaims.com		

I, Vincent D. McNamara , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LAW OFFICE OF VINCENT D. McNAMARA

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal
Title

02/09/2026
Date

FIRM RESUME

Law Office of Vincent D. McNamara
Tower Square
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732
(516) 922-9100 - Telephone
(516) 922-9208 - Facsimile

VINCENT D. McNAMARA

VINCENT D. McNAMARA received his B.A. from St. John's University in January, 1974 and his J.D. in June, 1977 from the St. John's University School of Law. He was admitted to practice by the Appellate Division, Second Department, in February, 1978.

Currently, his work efforts are in the areas of professional liability, products liability, medical malpractice, construction litigation, premises liability, directors and officers liability and appeals.

He has been a member of the New York State Bar Association and its Special Committee on Volunteer Lawyers, the Nassau County Bar Association, the Nassau-Suffolk Trial Lawyers, the Defense Association of New York and the Defense Research Institute. In addition, he has lectured for the New York State Bar Association, the Nassau County Bar Association, the Suffolk County Bar Association Academy of Law, and the National Business Institute in the areas of products liability, premises liability and trial technique.

Mr. McNamara opened his own office in December, 1997 after many years as a partner in a litigation firm and has been an active trial lawyer in every Court in the New York Metropolitan area.

HELEN M. BENZIE

HELEN M. BENZIE, graduated *magna cum laude* from Molloy College in Rockville Centre, New York, and received her J.D. from St. John's University School of Law in 1977. Admitted to practice in New York in 1978 by the Appellate Division, Second Department, subsequently she was admitted to practice before the Unites State Supreme Court, United States Court of Appeals for the Second and Eleventh Circuits, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Benzie has handled primarily insurance and reinsurance litigation involving toxic tort and various insurance and reinsurance coverage issues related to the defense of personal injury, maritime and commercial liability actions. Defending in these actions, she has litigated in state and federal trial and appellate courts throughout the United States. She has also counseled insures and reinsurers on the content of their insurance and reinsured agreements.

She is a member of the Association of the Bar of the City of New York, Nassau County Bar Association, New York state Bar Association, Maritime Law Association of the United States and Southeastern Admiralty Law Institute.

Her community involvement includes serving as an Arbitrator for the United States District Court, Eastern District of New York. She has taught as an Adjunct Professor in the Writing Program at New York Law School. In 1997, she was a panelist at the January Joint Meeting on Marine Insurance Regulation and the McCarran-Ferguson Act sponsored by the American Association of Law Schools.

In March 2003, she moderated the Journal of Legal Commentary Symposium on Terrorism and its Impact on Insurance: Legislative Responses and Coverage Issues at St. John's University School of Law. The Spring 2004 issue of St. John's Journal of Legal Commentary published her article on *War and Terrorism Risk Insurance.*

In 2004, she became associated with the Law Office of Vincent D. McNamara where she works in the areas of professional liability and coverage defense litigation after practicing for over 20 years with the law firm of Bigham Englar Jones & Houston in Manhattan.

CHARLES D. TEIXEIRA



ADMISSIONS

New York (2009)
United States District Court, Eastern District of New York (2010)
United States District Court, Southern District of New York (2010)

EXPERIENCE

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York (Present)
Civil litigation associate handling all aspects of the firm's litigation, including medical malpractice, professional liability, premises liability and directors and officers liability.

DELL & DEAN, PLLC, Garden City, New York (2014-2018)
Plaintiff's personal injury litigation associate, handling general negligence, automobile and premises liability matters. Responsible for court appearances, arbitrations, mediations and trials at both the state and federal level.

THE LEGAL AID SOCIETY OF SUFFOLK COUNTY, Central Islip, New York (2012-2014)
Bilingual staff attorney (English/Spanish) for suburban public defender's office, handling criminal matters from inception through trial, including motion practice, bail applications, hearings, Violations of Probation, and occasional felony-level offenses.

NANIS & RINALDI, LLP, Astoria, New York (2008-2011)
Litigation associate responsible for handling personal injury, real estate and commercial matters, including motion practice, court conferences, replevin actions and settlement negotiations in New York City and its surrounding jurisdictions.

EDUCATION

J.D., ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, New York (2008)
External Competition Team, Frank S. Polestino Trial Advocacy Institute

B.A., THE UNIVERSITY OF SCRANTON, Scranton, Pennsylvania (2005)
Recipient, Fr. Pedro Arrupe, S.J. Scholarship

DeMATHA CATHOLIC HIGH SCHOOL, Hyattsville, Maryland (2001)
Member, 2001 Maryland State Bar Association Champion Mock Trial Competition Team

TIMOTHY W. McNAMARA

[redacted]

EDUCATION

VILLANOVA UNIVERSITY, Villanova, Pennsylvania
B.S., June 1971

ST. JOHN'S UNIVERSITY, Queens, New York
J.D., June 1974

EXPERIENCE

CURTIS HART & ZAKLUKIEWICZ, Merrick, New York
Associate - 1973 - 1976
Personal Injury - Defense

PRIVATE PRACTICE
1977 - 2002
Personal Injury - Defense

ALLSTATE INSURANCE CO., RELIANCE INSURANCE CO., STATE FARM INSURANCE CO. & GREATER NEW YORK INSURANCE CO.
1976 - 2002
Outside Counsel

NEW YORK STATE DEPARTMENT OF INSURANCE & NEW YORK STATE DEPARTMENT OF FINANCIAL AFFAIRS
2002 - 2020
Private Commercial Practice

LAW OFFICE OF VINCENT D. McNAMARA
Of Counsel
2021 - Present

VIN OCHANI

[redacted]

EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Jamaica, New York
J.D., June 2010
Honors: Mock Trial Competition Finalist (2008, 2009, 2010)
Activities: *Mock trial, Street Law Teaching Clinic.*

ST. JOHN'S COLLEGE OF PROFESSIONAL STUDIES, Jamaica, New York
B.A., *summa cum laude*, Criminal Justice, May 2006; Business Administration minor, May 2006
Academics: G.P.A.: 3.7

EXPERIENCE

THE DRESSLER LAW FIRM, PLLC, New York, New York
Partner and Of-counsel Attorney, April 2014-present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
Associate, June 2010-April 2014; Trial Counsel April 2014-Present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

STREET LAW TEACHING CLINIC, Jamaica High School, Jamaica
Instructor, September 2008-January 2009
Taught 9th and 10th graders the basic principles of criminal justice, criminal law, constitutional rights, and the legal system through St. John's School of Law.

ST. JOHN'S UNIVERSITY, Jamaica, New York
Lecturer for Dr. Thomas Ward, September 2008-Present
Lectured on the Law School Admission process, becoming an attorney, life of an attorney, and various other elements of attending and completing a law school education

ST. JOHN'S SCHOOL OF LAW, Jamaica, New York
Mock Trial Coach and Trial Evaluator, ***September 2008-Present***
Coached, Instructed and Evaluated various Mock Trial Teams and Competitions for the Internal and External Law School Mock Trial Program

EMILY LINKO

[redacted]

BAR ADMISSIONS INFORMATION

Passed July 2022 Uniform Bar Examination (for New York Bar Admission)

EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, NY
Juris Doctor, May 2022
Academics: G.P.A.: 3.62; Rank: 50/230
Honors: Recipient, Alumni Scholarship
Activities: Member, Women's Law Society

BOSTON COLLEGE, WALLACE E. CARROLL SCHOOL OF MANAGEMENT. Chestnut Hill, MA
Bachelor of Science, cum laude, Finance; Bachelor of Arts, cum laude, Psychology. May 2019
Academics: G.P.A.: 3.745
Honors: Dean's List First Honors
Activities: Executive Board, University Wind Ensemble
Section Leader, Marching Band

WORK EXPERIENCE

CHRIST THE KING ROMAN CATHOLIC CHURCH, Commack, NY
Office Assistant, July 2014 – May 2024
Managed front office's reception desk. Responded to parishioner questions and issues via telephone and in person. Conducted various administrative tasks including tabulating parishioner data, organizing files, making copies and completing paperwork.

BOSTON COLLEGE INFORMATION SYSTEMS DEPARTMENT, Chestnut Hill, MA
Teaching Assistant, January 2016 – May 2019
Assisted three professors in teaching Computers in Management. Graded students' assignments with an average of 150 students per semester. Held weekly office hours and met with students individually by appointment. Coordinated four workshops each semester to guide students in solving hands-on problem sets.

SKILLS

Proficient in LexisNexis; Westlaw; Microsoft Excel; and IBM SPSS statistical analysis software.

INTERESTS

Interested in flute music and performance.

Margaret M. Grady

[redacted]

OBJECTIVE **To obtain a position as a Legal Secretary/Administrative Assistant offering career incentives, utilizing my A.A.S. in Paralegal Studies, Business Diploma, and 20+ years of related experience in legal office administration**

SUMMARY OF QUALIFICATIONS

- ***Highly organized and professional administrator with Notary Public license***
- ***Excellent communicator skilled in client relations and problem-solving***
- ***Extensive experience preparing a broad scope of legal documents***
- ***Professional Paralegal with in-depth knowledge of law vocabulary***
- ***Proficient in maintaining executive calendar including court appointments***
- ***Managerial skill in hiring and supervising part-time seasonal***

BUSINESS BACKGROUND

1998-present — LAW OFFICE OF VINCENT D. MCNAMARA, East Norwich, NY
Secretary to Partner
Recruited by principal of former law firm to provide administrative support to the founder of a practice with 7 Associates specializing in medical malpractice and personal injury.

- Maintain executive calendar including personal, professional and court appointments
- Plan and prepare travel itineraries including accommodation and transportation
- Independent preparation of Answers, Motions, Pleadings, Bills of Particulars, Expert Disclosures, Discovery Requests and Responses and Trial Memoranda
- Compile medical records for review by health care experts
- Screen incoming calls and visitors as primary liaison to attorney
- Administrative responsibility for payroll, bank deposits, weekly expense reporting, accounts payable, and equipment maintenance

1993-1998 — MULHOLLAND, MINION & ROE, Williston Park, NY
Legal Secretary

- Provided legal administrative support to a private practice with 5 Associates
- Prepared legal documentation and maintained computerized client records
- Recruited by senior partner as personal Secretary in a new law firm

1983-1993 — MONTFORT, HEALY, MCGUIRE & SALLEY, Garden City, NY
Legal Secretary

- Diversified administrative duties in a pool supporting 20 Associates

EDUCATION — NASSAU COMMUNITY COLLEGE, Garden City, NY
A.A.S., Paralegal Studies (1993)

BERKELEY BUSINESS SCHOOL, Hicksville, NY
Diploma, Office Technology/Legal Assistant (1982)

LICENSING — New York State Notary Public

SKILLS — WordPerfect/Corel 8.0, Microsoft Word, some Westlaw, Quick Books. Shorthand.

REFERENCES — Available upon request

Olivia T. Segota

[redacted]

EDUCATION

University of New Haven — West Haven, CT
Bachelor of Science, Criminal Justice — December 2019
Concentration: Forensic Psychology
Minor: Psychology
Certificate: Law Enforcement Science
Dean's List
Presidential Scholarship

EXTRACURRICULAR ACTIVITIES

American Criminal Justice Association Lambda Alpha Epsilon Psi Omega Chapter — September 2017- Dec. 2019

- Received 3rd place in the Mock Crime Scene Competition Professional Division 2018
- Received 3rd place in the Mock Crime Scene Competition Upper Division 2019
- Head of Social Committee for 2018-2019 academic year
- Oversee 45 student committee, charged with social event planning and co-ordination

WORK HISTORY

Law Office of Vincent D. McNamara — East Norwich, NY
Paralegal/Legal Assistant — May 2019-Present

- Assists attorney's with legal research and trial preparation
- Attend and assist with depositions
- Attend conferences
- Prepare reports regarding case synopses, relevant case law and legal statues

Suffolk County Police Department — Suffolk County, NY
Summer Internship — June 2018-August 2018

- Observed day to day operations at all branches of the Suffolk County Police Department such as K9 Unit, Communications, Crime Lab, Marine Bureau, Riverhead Jail and EVOC Training Facility
- Participated in several ride-alongs with officers of different precincts
- Participated in training courses at official SCPD Driver Training Site and SCPD Firearms Training
- Attended judicial proceedings in Suffolk County Courts Riverhead, NY
- Assisted with SCPD Youth Academies

Thomas Fanning

[redacted]

OBJECTIVE:

- Focus on clear and concise communication;
- Provide efficient solutions for time-sensitive problems;
- Driven to create more team solidarity.

EDUCATION:

2019 - Present Currently enrolled at Stony Brook University;

- Expected Bachelor's Degree of Science; Computer Science.

2019 - Smithtown High School East;

- Valedictorian, Robotics Team, Musician.

EXPERIENCE:

2022 – Present Law Office of Vincent D. McNamara

Performing the duties of a paralegal such as:

- Assisting attorneys with daily tasks and trial preparation;
- Providing intuitive systems of organization and updating files;
- Providing support for our technical and digital functions.
-

(2018-2019) Saf-T-Swim

- (Primary) Swim Instructor for adults and children;
- (Secondary) Provided secretarial support and janitorial upkeep.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Law Office of Vincent D. McNamara

Address: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Law firm

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

The Law Office of Vincent D. McNamara is a Sole Proprietorship.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

MA/

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 01:38:35 pm

Title: Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Vincent D. McNamara state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LAW OFFICE OF VINCENT D. McNAMARA

Vendor's Address: 1045 Oyster Bay Road Suite 1 East Norwich NY US 11732

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/06/2026 03:26:31 pm

Lobbyist Registration and Disclosure Form: 03/06/2026 02:15:29 pm

Business History Form certified: 02/09/2026 11:02:30 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/06/2026 01:38:35 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Vincent D. McNamara [INFO@VDM-LAW.COM]
Date Certified	03/06/2026 01:41:22 pm

I, Vincent D. McNamara hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Vincent D. McNamara INFO@VDM-LAW.COM

Name

Principal

Title

LAW OFFICE OF VINCENT D. McNAMARA

Name of Submitting Entity

04/15/2026 05:19:16 pm

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Ned Marzigliano
158A Manetto Hill Road

Plainview NY 118031310

CONTACT NAME: Ned Marzigliano
PHONE (A/C, No, Ext): 516-597-5650 **FAX (A/C, No):**
E-MAIL ADDRESS: ned.marzigliano.fyfe@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

McNamara, Vincent
1045 OYSTER BAY RD

EAST NORWICH NY 117321053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	92-AP-2240-6	04/29/2026	04/29/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:

COUNTY OF NASSAU
ONE WEST ST
MINEOLA, NY 11501

CERTIFICATE HOLDER

THE COUNTY OF NASSAU
ONE WEST ST

MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
VINCENT MC NAMARA ESQ.
1045 OYSTER BAY ROAD

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516 873 3900

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL115517

3c. Policy effective period
05/01/2025 to 04/30/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/29/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
Uniondale Office
PO Box 818078
Cleveland, OH 44181

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 201-837-1100 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich NY 11732

COVERAGES **CERTIFICATE NUMBER:** 89604290 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LPP904467204	2/10/2026	2/10/2027	$2,000,000 Per Claim $2,000,000 Aggregate	
B	Cyber Liability			TCL176304000	2/10/2026	2/10/2027	$1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
One West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Vincent D. Mcnamara 1045 Oyster Bay Rd. East Norwich, NY 11732 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-922-9100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE COUNTY OF NASSAU One West Street Mineola, New York 11501	3a. Name of Insurance Carrier Travelers Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" UB-2J425830 3c. Policy effective period 6/25/2025 to 6/25/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fabricant
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kenneth Fabricant 6/30/2025
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-621-9000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **May 11, 2026**

SUBJECT: **Delay Memo – Law Office of Vincent D. McNamara**

The purpose of this memo is to explain the slight delay in processing a new contract between the County and the firm Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent the County in the *Brian Pfail v. County of Nassau, Nassau County Police Department, Police Officer Joseph Massaro, in his individual and official capacity, Police Officer Jonathan Panuthos, in his individual and official capacity, Police Officer Karen C. O'Brien, in her individual and official capacity, Sergeant Thomas Iannucci, in his individual and official capacity, and John Does 1-10, in their individual and official capacities,* EDNY Docket No. 16-cv-518 (NRM), a §1983 case currently being appealed in the United Stated Court of Appeals for the Second Circuit.

This matter has a commencement date of April 23, 2026. Counsel completed the certificate of no change on April 15, 2026. Upon notification that all portal forms were completed and insurance certificates uploaded, our documents were drafted, the contract packaged and uploaded for all requisite County approvals.

I trust this memorandum satisfies your inquiry; however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-77-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026
3:12 PM

NIFS ID: CQAT26000014

Capital:

Contract ID #: **CQAT26000014**

NIFS Entry Date: **05/04/2026**

Department: County Attorney

Service: **special counsel (Lopez)**

Term: **March 30, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Law Office of Vincent D. McNamara**	ID#:**113412357**
Main Address: **1045 Oyster Bay Road East Norwich, NY 11732**	
Main Contact: **Vincent McNamara**	
Main Phone: **(516) 922-9100**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with the Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent Corrections Officer Hector Santiago in the matter known as Makesi Lopez v. County of Nassau, Nassau County Sheriff's Department, Nassau County Correctional Center, Index No. 900008/2023.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.

Pursuant to Nassau County Charter §§ 1101–1102 and Section 22-2-8(2)(b) of the Nassau County Administrative Code, the County is authorized to retain outside special counsel where representation by the County Attorney presents an actual or potential conflict of interest requiring independent legal representation. The County Attorney's Office determined that a conflict exists between the interests of the County and Santiago, resulting in the need for independent outside counsel to represent Santiago. Of the three firms

provided to Santiago (Bond Schoeneck & King, Lewis Johs Avallone Aviles, Law Office of Vincent D. McNamara), he selected the Law Office of Vincent D. McNamara.

Description of General Provisions: Services under this Agreement shall include, but not be limited to a review of requested documents; motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent Corrections Officer Hector Santiago.

Impact on Funding / Price Analysis: The maximum amount of this contract will be $17,500. The full amount will be encumbered.

Change in Contract from Prior Procurement: This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1808

Advertised On: 04/25/2018

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/31/2018

Number of proposals received: 45

Evaluation Committee members: Lisa LoCurto, Daniel Gregware, Sighle Lynch

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Corrections Officer Santiago selected Counsel. See procurement history above.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$17,500.00
						TOTAL		**$17,500.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$17,500.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$17,500.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/15/2026 11:16AM	Approved
NIFS Final Approval	Mary Nori	05/15/2026 11:16AM	Approved
Final Approval	Mary Nori	05/15/2026 11:16AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/19/2026 10:56AM	Approved
RE & Insurance Verification	Salvatore Spezio	05/19/2026 10:56AM	Approved
NIFS Approval	Mary Nori	05/19/2026 05:15PM	Approved
Final Approval	Mary Nori	05/19/2026 05:15PM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/15/2026 12:08PM	Approved
NIFA Approval	Irfan Qureshi	05/15/2026 02:32PM	Approved
Final Approval	Irfan Qureshi	05/15/2026 02:32PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/19/2026 05:45PM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 03:02PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:27PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:27PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/08/2026 02:44PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND LAW OFFICE OF VINCENT D. MCNAMARA.

WHEREAS, the County has negotiated a personal services agreement with Law Office of Vincent D. McNamara, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Law Office of Vincent D. McNamara.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **Law Office of Vincent D. McNamara,** with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, NY 11732 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 30, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Corrections Officer Hector Santiago in the matter known as *Makesi Lopez v. County of Nassau, Nassau County Sheriff's Department, Nassau County Correctional Center*, Index No. 900008/2023, an action alleging abuse while in the legal and physical custody of Defendants (The "Services"). Services under this Agreement shall include, but not be limited to, a review of requested documents; motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent Corrections Officer Hector Santiago. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner	$230.00
(ii)	Of Counsel	$205.00
(iii)	Associate:	$195.00
(iv)	Paralegal:	$95.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including

any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(iv) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(v) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(vi) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(vii) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(viii) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(ix) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding,

or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and

of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of

this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be

formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be

subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D McNamara

Name: Vincent D. McNamara

Title: Principal

Date: May 1, 2026

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A. Adams

Title: County Attorney

Date: May 4, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of May in the year 2026 before me personally came Vincent D. McNamara to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Principal of the Law Office of Vincent D. McNamara, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified In Nassau County
My Commission Expires June 09, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of May in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

HEATHER M OGGERI
Notary Public - State of New York
NO. 01OG0045638
Qualified In Nassau County
My Commission Expires Jan 14, 2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Vincent D. McNamara (Name)
1045 Oyster Bay Road, Suite 1
East Norwich, New York 11732 (Address)

(516) 922-9100 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the County and the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

May 1, 2026
Dated

Vincent D. McNamara
Signature of Chief Executive Officer

Vincent D. McNamara
Name of Chief Executive Officer

Sworn to before me this

1st day of May, 2026

Margaret M. Grady
Notary Public

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Law Office of Vincent D. McNamara

2. Amount requiring NIFA approval: $17,500.00

Amount to be encumbered: $17,500.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to March 30, 2026 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: Services in contract required immediate representation by Counsel.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with the Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent Corrections Officer Hector Santiago in the matter known as Makesi Lopez v. County of Nassau, Nassau County Sheriff's Department, Nassau County Correctional Center, Index No. 900008/2023.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/15/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

BLAKEMAN FOR NASSAU - 4/28/25 - Check No. 12211 - $2,350.00 - 10/21/25 - Check No. 12483 - $1,000.00 - 12/8/25 - Check No. 12550 - $1,000.00

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 03:26:31 pm

Vendor: Law Office of Vincent D. McNamara

Title: Principal

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Vincent D. McNamara

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 1045 Oyster Bay Road, Suite 1

City:	East Norwich	State/Province/ Territory:	NY	Zip/Postal Code:	11732
Country	US				
Telephone:	516-922-9100				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	12/01/1997	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Office is a sole proprietorship but there is no listing in that vein in "positions held" so Chief Executive Officer was so designated.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Vincent D. McNamara , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Law Office of Vincent D. McNamara

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal

Title

03/06/2026 01:41:22 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 02/09/2026

1) Proposer's Legal Name: Law Office of Vincent D. McNamara

2) Address of Place of Business: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/ Territory: NY Zip/Postal Code: 11732

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 922-9100

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Every file that comes into the office has a double conflict check, both manually and electronically. In over ten years, we have never had a problem with this system.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Vincent D. McNamara, Principal
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Not applicable.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

5

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	INCORPORATED VILLAGE OF FREEPORT		
Contact Person	Howard E. Colton, Esq.		
Address	46 North Ocean Avenue		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2249		
Fax #	(516) 377-2366		
E-Mail Address	Hcolton@freeportny.gov		

Company	OFFICE OF THE SUFFOLK COUNTY ATTORNEY		
Contact Person	Susan A. Flynn		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4055		
Fax #	(631) 853-5169		
E-Mail Address	Susan.Flynn@suffolkcountyny.gov		

Company	F & L Claims Service, Inc.		
Contact Person	Stephen Lobaccaro, Claims Supervisor		
Address	560 Broad Hollow Road, Suite 202		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 393-6210		
Fax #	(631) 393-6211		
E-Mail Address	slobaccaro@fandlclaims.com		

I, Vincent D. McNamara , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LAW OFFICE OF VINCENT D. McNAMARA

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal
Title

02/09/2026
Date

FIRM RESUME

Law Office of Vincent D. McNamara
Tower Square
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732
(516) 922-9100 - Telephone
(516) 922-9208 - Facsimile

VINCENT D. McNAMARA

VINCENT D. McNAMARA received his B.A. from St. John's University in January, 1974 and his J.D. in June, 1977 from the St. John's University School of Law. He was admitted to practice by the Appellate Division, Second Department, in February, 1978.

Currently, his work efforts are in the areas of professional liability, products liability, medical malpractice, construction litigation, premises liability, directors and officers liability and appeals.

He has been a member of the New York State Bar Association and its Special Committee on Volunteer Lawyers, the Nassau County Bar Association, the Nassau-Suffolk Trial Lawyers, the Defense Association of New York and the Defense Research Institute. In addition, he has lectured for the New York State Bar Association, the Nassau County Bar Association, the Suffolk County Bar Association Academy of Law, and the National Business Institute in the areas of products liability, premises liability and trial technique.

Mr. McNamara opened his own office in December, 1997 after many years as a partner in a litigation firm and has been an active trial lawyer in every Court in the New York Metropolitan area.

HELEN M. BENZIE

HELEN M. BENZIE, graduated *magna cum laude* from Molloy College in Rockville Centre, New York, and received her J.D. from St. John's University School of Law in 1977. Admitted to practice in New York in 1978 by the Appellate Division, Second Department, subsequently she was admitted to practice before the Unites State Supreme Court, United States Court of Appeals for the Second and Eleventh Circuits, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Benzie has handled primarily insurance and reinsurance litigation involving toxic tort and various insurance and reinsurance coverage issues related to the defense of personal injury, maritime and commercial liability actions. Defending in these actions, she has litigated in state and federal trial and appellate courts throughout the United States. She has also counseled insures and reinsurers on the content of their insurance and reinsured agreements.

She is a member of the Association of the Bar of the City of New York, Nassau County Bar Association, New York state Bar Association, Maritime Law Association of the United States and Southeastern Admiralty Law Institute.

Her community involvement includes serving as an Arbitrator for the United States District Court, Eastern District of New York. She has taught as an Adjunct Professor in the Writing Program at New York Law School. In 1997, she was a panelist at the January Joint Meeting on Marine Insurance Regulation and the McCarran-Ferguson Act sponsored by the American Association of Law Schools.

In March 2003, she moderated the Journal of Legal Commentary Symposium on Terrorism and its Impact on Insurance: Legislative Responses and Coverage Issues at St. John's University School of Law. The Spring 2004 issue of St. John's Journal of Legal Commentary published her article on *War and Terrorism Risk Insurance.*

In 2004, she became associated with the Law Office of Vincent D. McNamara where she works in the areas of professional liability and coverage defense litigation after practicing for over 20 years with the law firm of Bigham Englar Jones & Houston in Manhattan.

CHARLES D. TEIXEIRA



ADMISSIONS

New York (2009)
United States District Court, Eastern District of New York (2010)
United States District Court, Southern District of New York (2010)

EXPERIENCE

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York (Present)
Civil litigation associate handling all aspects of the firm's litigation, including medical malpractice, professional liability, premises liability and directors and officers liability.

DELL & DEAN, PLLC, Garden City, New York (2014-2018)
Plaintiff's personal injury litigation associate, handling general negligence, automobile and premises liability matters. Responsible for court appearances, arbitrations, mediations and trials at both the state and federal level.

THE LEGAL AID SOCIETY OF SUFFOLK COUNTY, Central Islip, New York (2012-2014)
Bilingual staff attorney (English/Spanish) for suburban public defender's office, handling criminal matters from inception through trial, including motion practice, bail applications, hearings, Violations of Probation, and occasional felony-level offenses.

NANIS & RINALDI, LLP, Astoria, New York (2008-2011)
Litigation associate responsible for handling personal injury, real estate and commercial matters, including motion practice, court conferences, replevin actions and settlement negotiations in New York City and its surrounding jurisdictions.

EDUCATION

J.D., ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, New York (2008)
External Competition Team, Frank S. Polestino Trial Advocacy Institute

B.A., THE UNIVERSITY OF SCRANTON, Scranton, Pennsylvania (2005)
Recipient, Fr. Pedro Arrupe, S.J. Scholarship

DeMATHA CATHOLIC HIGH SCHOOL, Hyattsville, Maryland (2001)
Member, 2001 Maryland State Bar Association Champion Mock Trial Competition Team

TIMOTHY W. McNAMARA

[redacted]

EDUCATION

VILLANOVA UNIVERSITY, Villanova, Pennsylvania
B.S., June 1971

ST. JOHN'S UNIVERSITY, Queens, New York
J.D., June 1974

EXPERIENCE

CURTIS HART & ZAKLUKIEWICZ, Merrick, New York
Associate - 1973 - 1976
Personal Injury - Defense

PRIVATE PRACTICE
1977 - 2002
Personal Injury - Defense

ALLSTATE INSURANCE CO., RELIANCE INSURANCE CO., STATE FARM INSURANCE CO. & GREATER NEW YORK INSURANCE CO.
1976 - 2002
Outside Counsel

NEW YORK STATE DEPARTMENT OF INSURANCE & NEW YORK STATE DEPARTMENT OF FINANCIAL AFFAIRS
2002 - 2020
Private Commercial Practice

LAW OFFICE OF VINCENT D. McNAMARA
Of Counsel
2021 - Present

VIN OCHANI



EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Jamaica, New York
J.D., June 2010
Honors: Mock Trial Competition Finalist (2008, 2009, 2010)
Activities: *Mock trial, Street Law Teaching Clinic.*

ST. JOHN'S COLLEGE OF PROFESSIONAL STUDIES, Jamaica, New York
B.A., *summa cum laude*, Criminal Justice, May 2006; Business Administration minor, May 2006
Academics: G.P.A.: 3.7

EXPERIENCE

THE DRESSLER LAW FIRM, PLLC, New York, New York
Partner and Of-counsel Attorney, April 2014-present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
Associate, June 2010-April 2014; Trial Counsel April 2014-Present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

STREET LAW TEACHING CLINIC, Jamaica High School, Jamaica
Instructor, September 2008-January 2009
Taught 9th and 10th graders the basic principles of criminal justice, criminal law, constitutional rights, and the legal system through St. John's School of Law.

ST. JOHN'S UNIVERSITY, Jamaica, New York
Lecturer for Dr. Thomas Ward, September 2008-Present
Lectured on the Law School Admission process, becoming an attorney, life of an attorney, and various other elements of attending and completing a law school education

ST. JOHN'S SCHOOL OF LAW, Jamaica, New York
Mock Trial Coach and Trial Evaluator, *September 2008-Present*
Coached, Instructed and Evaluated various Mock Trial Teams and Competitions for the Internal and External Law School Mock Trial Program

EMILY LINKO

[redacted]

BAR ADMISSIONS INFORMATION

Passed July 2022 Uniform Bar Examination (for New York Bar Admission)

EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, NY
Juris Doctor, May 2022
Academics: G.P.A.: 3.62; Rank: 50/230
Honors: Recipient, Alumni Scholarship
Activities: Member, Women's Law Society

BOSTON COLLEGE, WALLACE E. CARROLL SCHOOL OF MANAGEMENT. Chestnut Hill, MA
Bachelor of Science, cum laude, Finance; Bachelor of Arts, cum laude, Psychology. May 2019
Academics: G.P.A.: 3.745
Honors: Dean's List First Honors
Activities: Executive Board, University Wind Ensemble
Section Leader, Marching Band

WORK EXPERIENCE

CHRIST THE KING ROMAN CATHOLIC CHURCH, Commack, NY
Office Assistant, July 2014 – May 2024
Managed front office's reception desk. Responded to parishioner questions and issues via telephone and in person. Conducted various administrative tasks including tabulating parishioner data, organizing files, making copies and completing paperwork.

BOSTON COLLEGE INFORMATION SYSTEMS DEPARTMENT, Chestnut Hill, MA
Teaching Assistant, January 2016 – May 2019
Assisted three professors in teaching Computers in Management. Graded students' assignments with an average of 150 students per semester. Held weekly office hours and met with students individually by appointment. Coordinated four workshops each semester to guide students in solving hands-on problem sets.

SKILLS

Proficient in LexisNexis; Westlaw; Microsoft Excel; and IBM SPSS statistical analysis software.

INTERESTS

Interested in flute music and performance.

Margaret M. Grady

[redacted]

OBJECTIVE **To obtain a position as a Legal Secretary/Administrative Assistant offering career incentives, utilizing my A.A.S. in Paralegal Studies, Business Diploma, and 20+ years of related experience in legal office administration**

SUMMARY OF QUALIFICATIONS

- ***Highly organized and professional administrator with Notary Public license***
- ***Excellent communicator skilled in client relations and problem-solving***
- ***Extensive experience preparing a broad scope of legal documents***
- ***Professional Paralegal with in-depth knowledge of law vocabulary***
- ***Proficient in maintaining executive calendar including court appointments***
- ***Managerial skill in hiring and supervising part-time seasonal***

BUSINESS BACKGROUND

1998-present — LAW OFFICE OF VINCENT D. MCNAMARA, East Norwich, NY
Secretary to Partner
Recruited by principal of former law firm to provide administrative support to the founder of a practice with 7 Associates specializing in medical malpractice and personal injury.

- Maintain executive calendar including personal, professional and court appointments
- Plan and prepare travel itineraries including accommodation and transportation
- Independent preparation of Answers, Motions, Pleadings, Bills of Particulars, Expert Disclosures, Discovery Requests and Responses and Trial Memoranda
- Compile medical records for review by health care experts
- Screen incoming calls and visitors as primary liaison to attorney
- Administrative responsibility for payroll, bank deposits, weekly expense reporting, accounts payable, and equipment maintenance

1993-1998 — MULHOLLAND, MINION & ROE, Williston Park, NY
Legal Secretary
- Provided legal administrative support to a private practice with 5 Associates
- Prepared legal documentation and maintained computerized client records
- Recruited by senior partner as personal Secretary in a new law firm

1983-1993 — MONTFORT, HEALY, MCGUIRE & SALLEY, Garden City, NY
Legal Secretary
- Diversified administrative duties in a pool supporting 20 Associates

EDUCATION — NASSAU COMMUNITY COLLEGE, Garden City, NY
A.A.S., Paralegal Studies (1993)

BERKELEY BUSINESS SCHOOL, Hicksville, NY
Diploma, Office Technology/Legal Assistant (1982)

LICENSING — New York State Notary Public

SKILLS — WordPerfect/Corel 8.0, Microsoft Word, some Westlaw, Quick Books. Shorthand.

REFERENCES — Available upon request

Olivia T. Segota

[redacted]

EDUCATION

University of New Haven — West Haven, CT
Bachelor of Science, Criminal Justice — December 2019
Concentration: Forensic Psychology
Minor: Psychology
Certificate: Law Enforcement Science
Dean's List
Presidential Scholarship

EXTRACURRICULAR ACTIVITIES

American Criminal Justice Association Lambda Alpha Epsilon Psi Omega Chapter — September 2017- Dec. 2019

- Received 3rd place in the Mock Crime Scene Competition Professional Division 2018
- Received 3rd place in the Mock Crime Scene Competition Upper Division 2019
- Head of Social Committee for 2018-2019 academic year
- Oversee 45 student committee, charged with social event planning and co-ordination

WORK HISTORY

Law Office of Vincent D. McNamara — East Norwich, NY
Paralegal/Legal Assistant — May 2019-Present

- Assists attorney's with legal research and trial preparation
- Attend and assist with depositions
- Attend conferences
- Prepare reports regarding case synopses, relevant case law and legal statues

Suffolk County Police Department — Suffolk County, NY
Summer Internship — June 2018-August 2018

- Observed day to day operations at all branches of the Suffolk County Police Department such as K9 Unit, Communications, Crime Lab, Marine Bureau, Riverhead Jail and EVOC Training Facility
- Participated in several ride-alongs with officers of different precincts
- Participated in training courses at official SCPD Driver Training Site and SCPD Firearms Training
- Attended judicial proceedings in Suffolk County Courts Riverhead, NY
- Assisted with SCPD Youth Academies

Thomas Fanning

[redacted]

OBJECTIVE:

- Focus on clear and concise communication;
- Provide efficient solutions for time-sensitive problems;
- Driven to create more team solidarity.

EDUCATION:

2019 - Present Currently enrolled at Stony Brook University;

- Expected Bachelor's Degree of Science; Computer Science.

2019 - Smithtown High School East;

- Valedictorian, Robotics Team, Musician.

EXPERIENCE:

2022 – Present Law Office of Vincent D. McNamara

Performing the duties of a paralegal such as:

- Assisting attorneys with daily tasks and trial preparation;
- Providing intuitive systems of organization and updating files;
- Providing support for our technical and digital functions.
-

(2018-2019) Saf-T-Swim

- (Primary) Swim Instructor for adults and children;
- (Secondary) Provided secretarial support and janitorial upkeep.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Law Office of Vincent D. McNamara

Address: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Law firm

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

The Law Office of Vincent D. McNamara is a Sole Proprietorship.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

MA/

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 01:38:35 pm

Title: Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Vincent D. McNamara state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LAW OFFICE OF VINCENT D. McNAMARA

Vendor's Address: 1045 Oyster Bay Road Suite 1 East Norwich NY US 11732

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/06/2026 03:26:31 pm

Lobbyist Registration and Disclosure Form: 03/06/2026 02:15:29 pm

Business History Form certified: 02/09/2026 11:02:30 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/06/2026 01:38:35 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Vincent D. McNamara [INFO@VDM-LAW.COM]
Date Certified	03/06/2026 01:41:22 pm

I, Vincent D. McNamara hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Vincent D. McNamara INFO@VDM-LAW.COM

Name

Principal

Title

LAW OFFICE OF VINCENT D. McNAMARA

Name of Submitting Entity

04/15/2026 05:19:16 pm

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Ned Marzigliano
158A Manetto Hill Road

Plainview NY 118031310

CONTACT NAME: Ned Marzigliano
PHONE (A/C, No, Ext): 516-597-5650 **FAX (A/C, No):**
E-MAIL ADDRESS: ned.marzigliano.fyfe@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

McNamara, Vincent
1045 OYSTER BAY RD

EAST NORWICH NY 117321053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	92-AP-2240-6	04/29/2026	04/29/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:

COUNTY OF NASSAU
ONE WEST ST
MINEOLA, NY 11501

CERTIFICATE HOLDER

THE COUNTY OF NASSAU
ONE WEST ST

MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 04/22/2026 .

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
VINCENT MC NAMARA ESQ.
1045 OYSTER BAY ROAD

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516 873 3900

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL115517

3c. Policy effective period
05/01/2025 to 04/30/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/29/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
Uniondale Office
PO Box 818078
Cleveland, OH 44181

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 201-837-1100 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich NY 11732

COVERAGES **CERTIFICATE NUMBER:** 89604290 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LPP904467204	2/10/2026	2/10/2027	$2,000,000 Per Claim $2,000,000 Aggregate	
B	Cyber Liability			TCL176304000	2/10/2026	2/10/2027	$1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
One West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Vincent D. Mcnamara 1045 Oyster Bay Rd. East Norwich, NY 11732 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-922-9100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE COUNTY OF NASSAU One West Street Mineola, New York 11501	3a. Name of Insurance Carrier Travelers Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" UB-2J425830 3c. Policy effective period 6/25/2025 to 6/25/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fabricant
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kenneth Fabricant 6/30/2025
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-621-9000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **May 15, 2026**

SUBJECT: **Delay Memo – Law Office of Vincent D. McNamara**

The purpose of this memo is to explain the delay in processing a new contract between the County and the firm Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent Corrections Officer Hector Santiago in the matter known as *Makesi Lopez v. County of Nassau, Nassau County Sheriff's Department, Nassau County Correctional Center*, Index No. 900008/2023, an action alleging abuse while in the legal and physical custody of Defendants.

This matter was assigned to Counsel on March 30, 2026. Counsel signed and returned the agreement on May 1, 2026. Upon receipt, we reviewed the portal to confirm all disclosures were completed and requisite insurance was in place. Thereafter the contract was packaged and uploaded for all requisite County approvals.

I trust this memorandum satisfies your inquiry; however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-78-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
3:14 PM

NIFS ID: CQAT26000013

Capital:

Contract ID #: **CQAT26000013**

NIFS Entry Date: **04/28/2026**

Department: County Attorney

Service: **special counsel (The City of NY)**

Term: **March 19, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Quatela Chimeri PLLC**	ID#:**473971413**
Main Address: **888 Veterans Memorial Highway Hauppauge, NY 11788**	
Main Contact: **Anna Sclar**	
Main Phone: **(631) 482-9700**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Quatela Chimeri PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as The City of New York v. The County of Nassau, Index No. 605131/2015.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.
In a streamlined mini-bid solicitation issued February 26, 2026, a total of thirty-nine (39) law firms qualified in the area of Appeals were solicited from the Special Counsel Panel. Three (3) firms responded. After reviewing several factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling Appeals cases for municipalities. Based on the committee's analysis of all the proposals, it was determined that Counsel's proposal was deemed fit for working on the above matter

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of this contract shall be $80,000. The partial encumbrance shall be $25,000.

Change in Contract from Prior Procurement: N/A - This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1808

Advertised On: 04/25/2018

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/31/2018

Number of proposals received: 45

Evaluation Committee members: Lisa LoCurto, Daniel Gregware, Sighle Lynch

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Counsel was selected through a streamlined mini-bid solicitation issued on February 26, 2026, utilizing the established panel of law firms. Counsel was deemed qualified pursuant to the above-referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$25,000.00
						TOTAL		**$25,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$25,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$25,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/05/2026 03:24PM	Approved
NIFS Final Approval	Mary Nori	05/05/2026 03:24PM	Approved
Final Approval	Mary Nori	05/05/2026 03:24PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/06/2026 03:36PM	Approved
RE & Insurance Verification	Salvatore Spezio	05/06/2026 03:36PM	Approved
NIFS Approval	Mary Nori	05/08/2026 09:54AM	Approved
Final Approval	Mary Nori	05/08/2026 09:54AM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/05/2026 05:01PM	Approved
NIFA Approval	Irfan Qureshi	05/06/2026 11:54AM	Approved
Final Approval	Irfan Qureshi	05/06/2026 11:54AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	05/08/2026 02:41PM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 04:40PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:26PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/08/2026 02:47PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND QUATELA CHIMERI PLLC.

WHEREAS, the County has negotiated a personal services agreement with Quatela Chimeri PLLC, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Quatela Chimeri PLLC.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of **The Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Quatela Chimeri PLLC**, with an office located at 888 Veterans Memorial Highway, Suite 530, Hauppauge, NY 11788 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 19, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *The City of New York v. The County of Nassau*, Index No. 605131/2015, a matter in which plaintiff claims entitlement to reimbursement for a proportionate share of costs allegedly incurred in training certain police officers (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such as Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Eighty Thousand Dollars ($80,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel:	$255.00
(ii) Associate:	$205.00
(iii) Paralegal/Law Clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Twenty-Five Thousand Dollars ($25,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract

and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an

immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of

insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be

available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

QUATELA CHIMERI PLLC

By: _____

Name: Joseph A. Quatela

Title: Managing Member

Date: 4.22.26

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: April 28, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ SUFFOLK)

On the 22 day of April in the year 2026 before me personally came Joseph A. Quatela to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Managing Member of Quatela Chimera, PLLC, the ~~corporation~~ PLLC described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LOUGENE MICHEL
Notary Public, State of New York
No. 01MI6144908
Qualified in Nassau County
Commission Expires April 24, 20 26

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of April in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of

Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of

the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend

funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Joseph A. Quatela (Name)
888 Veterans Memorial Hwy Hauppauge, NY 11788 (Address)
631 482 · 9700 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has Not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has NOT has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4.21.26
Dated

Signature of Chief Executive Officer

Joseph A. Quatela
Name of Chief Executive Officer

Sworn to before me this
21st day of April, 2026

Hope L. Hasapidis
Notary Public

HOPE L. HASAPIDIS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01HA5042694
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES APRIL 24, 2027

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Quatela Chimeri PLLC

2. Amount requiring NIFA approval: $80,000.00

Amount to be encumbered: $25,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to March 19, 2026 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: Services being provided by Counsel involve active litigation.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with Quatela Chimeri PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as The City of New York v. The County of Nassau, Index No. 605131/2015.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/06/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

Blakeman for Nassau

Electronically signed and certified at the date and time indicated by:
Joseph Quatela [JAQ@QCLAW.COM]

Dated: 03/27/2026 02:27:47 pm

Vendor: Quatela Chimeri PLLC

Title: Managing Member

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher J. Chimeri

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 888 Veterans Memorial Highway, Suite 530

City:	Hauppauge	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Telephone:	6314829700				

Other present address(es): 320 Old Country Road, Suite 206

City:	East Setauket	State/Province/ Territory:	NY	Zip/Postal Code:	11733
Country:	US				
Telephone:	5163025330				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Member
Start Date	05/08/2015

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Hold 50% of membership interest.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Capital contributions made to business; personal guarantee for line of credit.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Chimeri , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Chimeri , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Quatela Chimeri PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Chimeri CJC@QCLAW.COM

Member

Title

04/29/2026 11:56:09 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph A Quatela

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 888 Veterans Memorial Highway, Suite 530

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country US

Telephone: 6314829700

Other present address(es):

City: State/Province/ Territory: NY Zip/Postal Code:

Country: US

Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other

Description Managing Member

Start Date 05/08/2015

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Hold 50% of membership interest.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Capital contributions made to business; personal guarantee for line of credit.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Joseph A. Quatela, P.C. -- Dormant and does not do any business and its final income tax return pursuant to check-off box H(1) was filed for 2018 showing no income

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Quatela , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Quatela , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Quatela Chimeri PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Quatela JAQ@QCLAW.COM

Managing Partner

Title

03/27/2026 02:17:02 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/09/2023

1) Proposer's Legal Name: Quatela Chimeri PLLC

2) Address of Place of Business: 888 Veterans Memorial Highway, Suite 530

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

Address: 320 Old Country Road, Suite 206

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

Start Date: 06/01/2020 End Date: 02/28/2030

3) Mailing Address (if different): Same as Hauppauge business address

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (631) 482-9700

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 108866701

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Professional Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

Effective December 1, 2022, Susan Mintz, Esq. rents 1 office and secretarial space in Quatela Chimeri's Garden City location. Ms. Mintz has no other financial or business relationship with Quatela Chimeri.

8) Does this business control one or more other businesses?

YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual’s position at or relationship to an affiliated business.

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Any potential conflict would be promptly identified, as all of our attorneys and staff are aware of our

representation of the County of Nassau.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/08/2015

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

First Name	Christopher				
Last Name	Chimeri				
MI	J	Suffix			
Address	c/o Quatela Chimeri PLLC				
City	Hauppauge	State/Province/ Territory	NY	Zip/Postal Code	11788
Country	US				
Position	Member				

First Name	Joseph				
Last Name	Quatela				
MI	A	Suffix			
Address	c/o Quatela Chimeri PLLC				
City	Hauppauge	State/Province/ Territory	NY	Zip/Postal Code	11788
Country	US				
Position	Member				

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	Christopher				
Last Name	Chimeri				
MI	J	Suffix			
Address	c/o Quatela Chimeri PLLC				
City	Hauppauge	State/Province/ Territory	NY	Zip/ Postal	11788

				Code	
Country	US				
Position	Member				

First Name	Joseph				
Last Name	Quatela				
MI	A	Suffix			
Address	c/o Quatela Chimeri PLLC				
City	Hauppauge	State/Province/ Territory	NY	Zip/ Postal Code	11788
Country	US				
Position	Member				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see initial response to RFP.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

7.5

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see initial response to RFP.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau County		
Contact Person	Brian Libert		
Address	1 West Street		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-3015		
Fax #			
E-Mail Address	blibert@nassaucountyny.gov		

Company	Suffolk County		
Contact Person	Lynne Bizzarro		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4049		
Fax #			
E-Mail Address	lynne.bizzarro@suffolkcountyny.gov		

Company	Town of Brookhaven		
Contact Person	Kenneth Lauri		
Address	1 Independence Hill		
City	Farmingville	State/Province/Territory	NY
Country	US		
Telephone	(631) 651-6522		
Fax #			
E-Mail Address	klauri@brookhavenny.gov		

Company	Reynolds, Caronia, Gianelli & LaPinta P.C.		
Contact Person	Anthony LaPinta		
Address	200 Motor Parkway, Suite C-17		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 231-1199		
Fax #	(516) 378-3339		
E-Mail Address	AML@LaPintaLaw.com		

Company	Wagner Ferber Fine & Ackerman, PLLC		
Contact Person	Michael Ferber, CPA		
Address	237 West 35th Street, Suite 1001		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 576-1829		
Fax #	(212) 576-1555		
E-Mail Address	mferber@wffacpa.com		

I, Joseph Quatela , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Quatela , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Quatela Chimeri PLLC

Electronically signed and certified at the date and time indicated by:
Joseph Quatela JAQ@QCLAW.COM

Managing Member
Title

03/27/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Quatela Chimeri PLLC

Address: 888 Veterans Memorial Hwy Suite 530

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Limited Liability Company

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: QC Members.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joseph Quatela [JAQ@QCLAW.COM]

Dated: 03/27/2026 02:10:39 pm

Title: Managing Partner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Joseph A. Quatela
[redacted]
Position – Member
50% ownership

Christoper J. Chimeri
[redacted]
Position – Member
50% ownership

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Victoria Fucile	
AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	PHONE (A/C, No, Ext): (631) 465-4000	FAX (A/C, No): (631) 465-4005
	E-MAIL ADDRESS: victoria.fucile@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
INSURED Quatela Chimeri PLLC 888 Veterans Memorial Hwy Ste Hauppauge NY 11788-2981	INSURER B : Travelers Insurance Company	TRAVEL
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2642363394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			12SBABX7SU6	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Commercial Cyber and Privacy Liability (CYBER,EPL,CRIME)			107115588	06/26/2025	06/26/2026	Cyber Limit: $1,000,000 Crime Limit: $2,500,000 EPL Limit: $1,000,000	Ret. : $10,000 Ret. : $25,000 Ret. : $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as additional insured.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

QUATELA CHIMERI PLLC
88 VETERANS WHY STE 530
HAUPPAUGE, NY 11788

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY786576001

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 05-01-2026 **By** Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2026

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PRODUCER	CONTACT NAME: Victoria Fucile	
AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	PHONE (A/C, No, Ext): (631) 465-4000	FAX (A/C, No): (631) 465-4005
	E-MAIL ADDRESS: victoria.fucile@assuredpartners.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Quatela Chimeri, PLLC 888 Veterans Memorial Highway, Ste 530 Hauppauge NY 11788	INSURER A : Kinsale Insurance Co.	38920
	INSURER B : Swiss Re Corporate Solutions American Insurance Corp.	29874
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2642363468 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 1,000,000
	☒ EXCESS LIAB ☒ CLAIMS-MADE			01001228635	08/01/2025	08/01/2026	AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			WLA343012011505	08/01/2025	08/01/2026	Per Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 1, 2026

QUATELA CHIMERI PLLC
888 VETERANS MEMORIAL HWY STE 530
HAUPPAUGE NY 11788

Policy Information:

Policy Number:	**76 WEG AC8490**

Contact Us

Visit https://business.thehartford.com
24/7 access to pay bills, view policy documents, get your certificate of insurance and more.

Need Help? Chat online or call us at (866) 225-7966. We're here Monday - Friday.

You can find information about your policy enclosed. You can also find this info online at https://business.thehartford.com.

If you have any questions or concerns about what you see, contact us at any of the options listed on this page.

Thanks for choosing us for your business insurance needs.

Sincerely,
The Hartford

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No): (800) 524-4013
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Property and Casualty Insurance Company of Hartford	34690
INSURED QUATELA CHIMERI PLLC 888 VETERANS HWY STE 530 HAUPPAUGE NY 11788-2981	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/ A		76 WEG AC8490	03/30/2026	03/30/2027	E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE -EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Nassau County
1 WEST ST
MINEOLA NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **May 5, 2026**

SUBJECT: **Delay Memo – Quatela Chimeri PLLC**

The purpose of this memorandum is to explain the delay in processing of a new contract between the County and Quatela Chimeri PLLC ("Counsel"), the special counsel firm selected via a mini-bid process to represent the County in *The City of New York v. The County of Nassau,* Index No. 605131/2015, in which plaintiff seeks reimbursement for a proportionate share of costs in training certain police officers.

The contract commencement date is March 19, 2026. The final disclosure form, a principal questionnaire, was completed on April 29, 2026. Upon confirming that all required documents were complete and the certificates of insurance were uploaded, we began assembling the contract package for the requisite County review and approvals.

I trust this sufficiently explains the reason for the delay, however, do not hesitate to contact me if you have any questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

Certified: --

E-79-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
3:19 PM

NIFS ID: CLAT26000018

Capital:

Contract ID #: **CQAT25000010**

NIFS Entry Date: **04/20/2026**

Department: County Attorney

Service: **special counsel (4720 Avenue Inc.)**

Term: **February 26, 2025 to completion**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Berkman, Henoch, Peterson & Peddy, P.C.**	ID#:**113142336**
Main Address: **400 Garden City Plaza Garden City, NY 11530**	
Main Contact: **Joseph Macy**	
Main Phone: **(516) 222-6200**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (#1) to a contract with Berkman, Henoch, Peterson & Peddy, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as 4720 Avenue Inc. v. County of Nassau, Nassau Supreme Court, Index No. 621841/2024.

Procurement History: In April 2018, 2019, and 2022, a Request for Qualifications ("RFQ") was issued, and a Panel of firms qualified to provide legal services for Nassau County had been established. Counsel was added to this Panel. The County Attorney's office evaluated several firms from the current Panel list. Counsel has the requisite expertise, and was ready, willing, and able to commence representation on behalf of the County immediately, so Counsel was selected to handle the above-referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, providing legal counsel;

motion practice; pre-trial discovery; trial; appeals; and such other services as may be required to fully represent the County in the above-referenced matter.

Impact on Funding / Price Analysis: The maximum amount of this contract will be increased by $10,000. The amended maximum amount is now $47,500. The partial encumbrance shall be $3,000.

Change in Contract from Prior Procurement: There is an increase to the maximum amount.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 08/04/2025

Original procurement method: RFQ

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	02	$3,000.00
						TOTAL		**$3,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$3,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$3,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/05/2026 12:43PM	Approved
NIFS Final Approval	Mary Nori	05/05/2026 12:43PM	Approved
Final Approval	Mary Nori	05/05/2026 12:43PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/06/2026 03:08PM	Approved
RE & Insurance Verification	Salvatore Spezio	05/06/2026 03:08PM	Approved
NIFS Approval	Mary Nori	05/08/2026 06:18PM	Approved
Final Approval	Mary Nori	05/08/2026 06:18PM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/05/2026 01:28PM	Approved
NIFA Approval	Irfan Qureshi	05/06/2026 11:55AM	Approved
Final Approval	Irfan Qureshi	05/06/2026 11:55AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/11/2026 10:50AM	Approved
DCE Compliance Approval	Robert Cleary	05/22/2026 02:29PM	Approved
Vertical DCE Approval	Arthur Walsh	06/04/2026 06:28PM	Approved
Final Approval	Arthur Walsh	06/04/2026 06:28PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/08/2026 03:00PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BERKMAN, HENOCH, PETERSON & PEDDY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkman, Henoch, Peterson & Peddy, P.C., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Berkman, Henoch, Peterson & Peddy, P.C.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Berkman, Henoch, Peterson & Peddy, P.C.**, with an office located at 400 Garden City Plaza, Suite 320, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT25000010 between the County and Counsel, executed on behalf of the County on August 4, 2025 (the "Original Agreement"), Counsel represents the County in the matter of *4720 Avenue Inc. v. County of Nassau*, Index No. 621841/2024, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 26, 2025, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Thirty-Seven Thousand Five Hundred Dollars ($37,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ten Thousand Dollars ($10,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Forty-Seven Thousand Five Hundred Dollars ($47,500.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Three Thousand Dollars ($3,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

BERKMAN, HENOCH, PETERSON & PEDDY, P.C.

By: _____

Name: Robert A. Carruba

Title: Vice President

Date: April 20, 2026

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: April 20, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20th day of April in the year 2026 before me personally came Robert A. Carruba to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Vice President of Berkman, Henoch, Peterson & Peddy, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Sharon Azmon
NOTARY PUBLIC

SHARON AZMON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AZ0019273
Qualified in Nassau County
Commission Expires January 2, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20th day of April in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Berkman, Henoch, Peterson & Peddy, P.C.

2. Amount requiring NIFA approval: $10,000.00

Amount to be encumbered: $3,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to February 26, 2025 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (#1) to a contract with Berkman, Henoch, Peterson & Peddy, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as 4720 Avenue Inc. v. County of Nassau, Nassau Supreme Court, Index No. 621841/2024.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/06/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joseph E Macy [J.MACY@BHPP.COM]

Dated: 04/22/2026 11:44:05 am

Vendor: Berkman, Henoch, Peterson & Peddy, P.C.

Title: President/Treasurer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph E Macy
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 400 Garden City Plaza, Suite 320

City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530
Country	US				
Telephone:	516-780-0258				

Other present address(es):

City:		State/Province/ Territory:	NY	Zip/Postal Code:	
Country:	US				
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2022	Treasurer	01/01/2022
Chairman of Board		Shareholder	01/01/2003
Chief Exec. Officer		Secretary	01/01/2023
Chief Financial Officer		Partner	
Vice President	01/01/2003		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

90.08%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph E Macy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph E Macy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Berkman, Henoch, Peterson & Peddy, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph E Macy J.MACY@BHPP.COM

President/Treasurer

Title

04/22/2026 12:32:55 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert A. Carruba

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 400 Garden City Plaza, Suite 320

City:	GARDEN CITY	State/Province/ Territory:	NY	Zip/Postal Code:	11530

Country US

Telephone: 15162226200

Other present address(es): 100 Garden City Plaza

City:	GARDEN CITY	State/Province/ Territory:	NY	Zip/Postal Code:	11530

Country: US

Telephone: 15162226200258

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2018
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2018		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

7.25176

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert A. Carruba , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert A. Carruba , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Berkman, Henoch, Peterson & Peddy, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert A. Carruba R.CARRUBA@BHPP.COM

Vice President

Title

04/21/2026 09:22:39 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/22/2026

1) Proposer's Legal Name: Berkman, Henoch, Peterson & Peddy, P.C.

2) Address of Place of Business: 400 Garden City Plaza, Suite 320

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different): Not Applicable.

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 03-915-3556

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Conflict searches are performed utilizing Rainmaker Platinum software.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

11/16/1982

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

File attached.

1 File(s) uploaded: Business History Form-Vendor Disclosure Form 4.22.26.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

Same as attachment in Question A(ii)

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

40

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: 4.22.26 vii.docx

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

44

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See Attachment to vii)

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County		
Contact Person	Chris Clayton, Esq., County Attorney		
Address	H. Lee Dennison Building		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4049		
Fax #			
E-Mail Address	Christopher.Clayton@suffolkcountyny.gov		

Company	Town of Hempstead		
Contact Person	Hon. Jack Libert, Chief of Staff		
Address	One Washington Street, 4th Floor		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	JLibert@hempsteadny.gov		

Company	Town of Oyster Bay		
Contact Person	Frank Scalera, Esq., Town Attorney		
Address	Town Hall, 54 Audrey Avenue		
City	Oyster Bay	State/Province/Territory	NY
Country	US		
Telephone	(516) 624-6150		
Fax #			
E-Mail Address	Fscalera@oysterbay-ny.gov		

I, Joseph E Macy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph E Macy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Berkman, Henoch, Peterson & Peddy, P.C.

Electronically signed and certified at the date and time indicated by:
Joseph E Macy J.MACY@BHPP.COM

President/Treasurer
Title

04/22/2026
Date

vii) Summary of relevant accomplishments

For over twenty-six years, the Firm has served as special counsel to numerous municipal and governmental agencies throughout the State of New York. In addition to our extensive representation of the County of Nassau, we have defended Nassau County against complaints of Discrimination, Negligence, Evictions. The Firm has in the past or currently serves as counsel for the Suffolk County Legislature, Town of Hempstead, the Town of Oyster Bay, the Town of North Hempstead, the Town of Babylon, the Town of Smithtown, the Town of Southold, the Town of Southampton, the Incorporated Village of Freeport, the Town of Cheektowaga, the Town of Huntington, the City of Long Beach, the Incorporated Village of Hempstead, the Incorporated Village of Laurel Hollow, the Village of Patchogue, the Incorporated Village of Plandome Manor, the Incorporated Village of Garden City, the Incorporated Village of Muttontown, the North Hempstead Housing Authority, the Huntington Housing Authority, the New York State Housing Finance Agency, the Hempstead School District, the Nassau Regional Off Track Betting Corporation, NuHealth/Nassau Health Care Corporation, the Long Island Railroad, the Metropolitan Transit Authority, the Federal Deposit Insurance Corporation and the State of New York Mortgage Agency.

Our prior and current representation of municipal clients involves matters including the defense of alleged violations of constitutional rights (42 U.S.C. 1983); constitutional challenges to land use and zoning regulations; actions to enjoin land uses prohibited pursuant to zoning regulation such as adult uses; municipal contract disputes; solid waste management actions including, the location and use of real property as solid waste transfer stations; defense of constitutional challenges to municipal code enforcement actions; Federal Fair Housing Act litigation; constitutional challenges to town-wide tax reassessment; defense of municipal officers; civil rights; defamation; employment discrimination; ancient land claims; defense of constitutional challenges to legislative action involving the separation of powers doctrine; urban renewal planning; constitutional challenges to municipal ordinances; zoning; SEQRA issues and challenges; CPLR Article 78 actions; municipal challenges to Department of Transportation regulation of Republic Airport; municipal challenge to Metropolitan Transportation Authority exercise of eminent domain; representation of municipality with respect to New York State Department of Environmental Conservation application for siting and operating permit for electric generating facility; eminent domain/condemnation; adverse possession; defacto taking; labor disputes, including challenge to municipal union's selection of arbitrator; and, Building and Fire Code violations.

It is important to state that throughout this period we have also represented the County of Suffolk in a broad variety of matters. Without limitation and as further detailed herein, these include, *Brownyard v. County of Suffolk,* Supreme Court, Suffolk County. Index No. 1596-2015, an action involving alleged violations of New York State Law and Suffolk County Charter relating to taxation of residents of the Southwest Sewer District; *Kennedy v. Suffolk County,* Supreme Court, Suffolk County, Appellate Division, Second Department, Index No. 2018 – 11299, in which the firm on behalf of Suffolk County successfully obtained an of a subpoena issued by County Comptroller which sought involvement in the RFP process; *Perez v. Levy,* Supreme Court, Suffolk County, Index No. 45318/10 in which the firm successfully defended Suffolk County in action which sought to prohibit the County Executive from de-funding the John J. Foley Skilled Nursing

Facility pursuant to the "Mary Hibberd Law;" and, Riverhead v. Suffolk County (four separate actions) challenging Suffolk County's application of the Assessment Stabilization Reserve Fund to Town and Village sewer districts (all actions successfully defended and affirmed on appeal).

Consultant's, Contractor's and Vendor's Disclosure Form

Business History Form

Names and addresses of all principals, etc.

Joseph E. Macy – President/Treasurer
[redacted]

Robert A. Carruba – Vice President
[redacted]

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Berkman, Henoch, Peterson & Peddy, P.C.

Address: 400 Garden City Plaza, Suite 320

City: GARDEN CITY State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Corp.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Same as question 4.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

Not applicable.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Not applicable.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joseph E Macy [J.MACY@BHPP.COM]

Dated: 04/22/2026 12:35:57 pm

Title: President/Treasurer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Berkman, Henoch, Peterson & Peddy, P.C.**, with an office located at 400 Garden City Plaza, Suite 320, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on February 26, 2025, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *4720 Avenue Inc. v. County of Nassau*, Nassau Supreme Court, Index No. 621841/2024 (the "Services"). Services under this Agreement shall include, but not be limited to, providing legal counsel; motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Thirty-Seven Thousand Five Hundred Dollars ($37,500.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the

following fee schedule:

(i) Partner:	$250.00
(ii) Associate:	$250.00
(iii) Paralegal:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County

Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so

as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any

subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in

other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

	Value of Contract	Administrative Fee
(a)	$0-$10,000	$0
(b)	Over $10,000-$50,000	$160
(c)	Over $50,000-$100,000	$266
(d)	Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

BERKMAN, HENOCH, PETERSON & PEDDY, P.C.

By: Joseph E. Macy

Name: Joseph E. Macy

Title: PRESIDENT

Date: 4/14/2025

NASSAU COUNTY

By: Thomas A. Adams

Name: Thomas A. Adams
Title: County Attorney

Date: May 28, 2025

NASSAU COUNTY

By: ARTHUR T. WALSH

Name: Chief Deputy County Executive
Title: County Executive
☐ ~~Deputy~~ County Executive

Date: 8-4-25

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14 day of APRIL in the year 2025 before me personally came Joseph E. Macy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Berkman, Henoch, Peterson & Peddy PC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KELLY ANN GLEASON
NOTARY PUBLIC, STATE OF NEW YORK
No. 01GL6155622
Qualified in Suffolk County
Commission Expires November 13, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of May in the year 2025 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of August in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000.00), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000.00), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the

M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Joseph E. Macy (Name)
400 Garden City Plaza, Suite 320 (Address)
Garden City, NY 11530 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___✓___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___✓___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding,

action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/14/25
Dated

Joseph E. Macy
Signature of Chief Executive Officer

Joseph E. Macy
Name of Chief Executive Officer

Sworn to before me this

14th day of April, 2025.

Notary Public

KELLY ANN GLEASON
NOTARY PUBLIC, STATE OF NEW YORK
No. 01GL6155622
Qualified in Suffolk County
Commission Expires November 13, 2026

Client#: 196061 BERKHEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Support
Edgewood Partners Ins. Center 499 Washington Blvd Suite 810 Jersey City, NJ 07310	PHONE (A/C, No, Ext): 631-390-9700 FAX (A/C, No): E-MAIL ADDRESS: NECertificates@epicbrokers.com
INSURED Berkman, Henoch, Peterson & Peddy 400 Garden City Plaza, Suite 320 Garden City, NY 11530	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Sentinel Insurance Company, Ltd. 11000 INSURER B : The Continental Insurance Company 35289 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		10SBAUH1963	01/30/2026	01/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			10SBAUH1963	01/30/2026	01/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			10SBAUH1963	01/30/2026	01/30/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6075700676	04/01/2026	04/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured for general liability coverage as required by written contract.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard Scuzzio

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SRE08

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
BERKMAN, HENOCH, PETERSON & PEDDY P.C.
400 GARDEN CITY PLAZA, SUITE 320
GARDEN CITY, NY 11530

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
5162226200

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
D99700-000

3c. Policy Effective Period
7/1/2011 to 11/11/2026

4. Policy provides the following benefits:
- ☐ A. Both disability and Paid Family Leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid Family Leave benefits only.

5. Policy covers:
- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 11/12/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Client#: 196061 BERKHEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Aixa Gonzalez	
Edgewood Partners Ins. Center 499 Washington Blvd Suite 810 Jersey City, NJ 07310	PHONE (A/C, No, Ext): 201.793.4102	FAX (A/C, No):
	E-MAIL ADDRESS: aixa.gonzalez@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
INSURED Berkman Henoch Peterson & Peddy PC 400 Garden City Plaza, Suite 320 Garden City, NY 11530-4812	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability			LPN903595608	11/04/2025	11/04/2026	$5,000,000 Each Claim $5,000,000 Aggregate $50,000 Per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RHA07

Certified: --

E-80-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
3:20 PM

NIFS ID: CQAT26000017

Capital:

Contract ID #: **CQAT26000017**

NIFS Entry Date: **05/20/2026**

Department: County Attorney

Service: **Special Counsel (Casiano)**

Term: **April 30, 2026 to completion**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Sheharyar Ali Law Group, P.C.**	ID#:**990728923**
Main Address: **877 N Corona Ave Valley Stream, NY 11580**	
Main Contact: **Sheharyar Ali**	
Main Phone: **(516) 734-1354**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Sheharyar Ali Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as Christine J. Casiano, As Administrator of the Estate of Raymond Casiano, Deceased, and Christine J. Casiano, individually v. County of Nassau, et al., Docket No. 16-cv-1194.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.
In a streamlined mini-bid solicitation issued April 21, 2026, a total of fifty-two (52) law firms qualified in the areas of Torts, Medical Malpractice and Municipal Defense were solicited from the Special Counsel Panel. Two (2) firm responded. After reviewing several factors, the committee found that Counsel possesses a satisfactory reputation in state and federal courts handling cases for municipalities. Based on the committee's analysis of all the proposals it was determined that Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of this contract is $330,500. The partial encumbrance will be $85,000.

Change in Contract from Prior Procurement: N/A - This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0330-2211

Advertised On: 03/30/2022

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2022

Number of proposals received: 13

Evaluation Committee members: Laurel Kretzing, Lisa LoCurto, John Hiller, Brian Libert, Seth Blau, Jose Lopez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Selection of Counsel resulted from a streamlined mini-bid solicitation issued on April 21, 2026, using the established Panel of law firms. The vendor was qualified from the above referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$85,000.00
						TOTAL		**$85,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$85,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$85,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	06/01/2026 01:53PM	Approved
NIFS Final Approval	Mary Nori	06/01/2026 01:54PM	Approved
Final Approval	Mary Nori	06/01/2026 01:54PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/02/2026 01:42PM	Approved
RE & Insurance Verification	Julie Silverstein	06/02/2026 01:42PM	Approved
NIFS Approval	Mary Nori	06/03/2026 05:35PM	Approved
Final Approval	Mary Nori	06/03/2026 05:35PM	Approved
OMB			
NIFS Approval	Raquel Rosen	06/01/2026 03:18PM	Approved
NIFA Approval	Irfan Qureshi	06/01/2026 03:22PM	Approved
Final Approval	Irfan Qureshi	06/01/2026 03:22PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/03/2026 05:41PM	Approved
DCE Compliance Approval	Robert Cleary	06/05/2026 02:28PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 02:33PM	Approved
Final Approval	Arthur Walsh	06/08/2026 02:33PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/08/2026 03:07PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND SHEHARYAR ALI LAW GROUP, P.C.

WHEREAS, the County has negotiated a personal services agreement with Sheharyar Ali Law Group, P.C., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Sheharyar Ali Law Group, P.C.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney,** having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **Sheharyar Ali Law Group, P.C.,** with an office located at 877 N. Corona Avenue, Valley Stream, NY 11550 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 30, 2026, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *Christine J. Casiano, As Administrator of the Estate of Raymond Casiano, Deceased, and Christine J. Casiano, individually v. County of Nassau, et al.,* Docket No. 16-cv-1194 (GRB)(ARL), a matter that involves the death of an inmate while at Nassau County Correctional Center (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Three Hundred Thirty Thousand Five Hundred Dollars ($330,500.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner:	$250.00
(ii)	Paralegal/Law Clerk:	$85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Eighty-Five Thousand Dollars ($85,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and

government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf

of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(iv) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(v) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(vi) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(vii) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(viii) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(ix) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any

expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained

in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the

County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SHEHARYAR ALI LAW GROUP, P.C.

By: _____

Name: Sheharyar Ali

Title: President

Date: 5/7/26

NASSAU COUNTY

By: _____

Name: John L. Hiller

Title: County Attorney
Chief Deputy

Date: 18 May 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of May in the year 2026 before me personally came Sheharyar Ali to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Sheharyar Ali Law Group P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Ronald J. Ferraro
Notary Public, State of New York
Reg. No. 02FE6237432
Qualified in Nassau County
Commission Expires March 21, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

John L. Hiller On the 18 day of May in the year 2026 before me personally came ~~Thomas A. Adams~~ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Deputy **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

HEATHER M OGGERI
Notary Public - State of New York
NO. 01OG0045638
Qualified in Nassau County
My Commission Expires Jan 14, 2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Sheharyas Ali (Name)

   877 N Corona Ave Valley Stream NY 11580 (Address)

   516-734-1354 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the County and the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/7/26
Dated

Signature of Chief Executive Officer

Sheharyar Ali
Name of Chief Executive Officer

Sworn to before me this

7th day of May, 2026

Notary Public

Ronald J. Ferraro
Notary Public, State of New York
Reg. No. 02FE6237432
Qualified in Nassau County
Commission Expires March 21, 2027

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Sheharyar Ali Law Group, P.C.

2. Amount requiring NIFA approval: $330,500.00

Amount to be encumbered: $85,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to April 30, 2026 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: Services in contract required immediate representation by Counsel.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with Sheharyar Ali Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the matter known as Christine J. Casiano, As Administrator of the Estate of Raymond Casiano, Deceased, and Christine J. Casiano, individually v. County of Nassau, et al., Docket No. 16-cv-1194.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 06/01/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

Nassau County Republican Committee - $175 donated on September 10, 2024
Committee to Elect John Tufarelli - $250 donated on 4/12/24
Friends of Ian Bergstorm - $125 donated on 10/02/2024
Elmont West Club Political Action Committee - $200 donated on 10/24/24
Nassau County Republican Committee - $175.00 donated on 10/28/24
Nassau County Republican Committee - $1,000 donated on January 3, 2025
Nassau County Republican Committee - $250 on March 11, 2025
Nassau County Republican Committee - $175.00 on April 18, 2025
Nassau County Republican Committee - $350 on June 12, 2025

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali [ALI@SALAWPC.COM]

Dated: 01/29/2026 09:38:25 pm

Vendor: Sheharyar Ali Law Group P.C.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Sheharyar Ali
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 877 N Corona Ave

City:	Valley Stream	State/Province/ Territory:	NY	Zip/Postal Code:	11580
Country	US				
Telephone:	516-734-1354				

Other present address(es):

City:	Valley Stream	State/Province/ Territory:		Zip/Postal Code:	11580
Country:	US				
Telephone:	5167341354				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/16/2024	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
I am the owner of the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Sheharyar Ali , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Sheharyar Ali , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sheharyar Ali Law Group P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali ALI@SALAWPC.COM

President

Title

01/29/2026 09:40:44 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/21/2026

1) Proposer's Legal Name: Sheharyar Ali Law Group, P.C.

2) Address of Place of Business: 877 N Corona Ave

City: Valley Stream State/Province/ Territory: NY Zip/Postal Code: 11580

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
1. Law Office of Robert O'Brien

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

n/a

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Firm founder was previously a Deputy County Attorney.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

n/a

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Through conflict check through a County approved third party vendor.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/05/2024

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Owner - Sheharyar Ali - [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Owner - Sheharyar Ali - [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

litigation firm focusing on commercial litigation, civil defense, and personal injury. Owner of firm took 7 cases to verdict in the last year.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Former prosecutor and deputy county attorney with extensive litigation experience in federal and state courts.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau County Attorney's Office		
Contact Person	Victoria LaGreca		
Address	1 West St		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 965-5425		
Fax #			
E-Mail Address	vlagreca@nassaucountyny.gov		

Company	Sullivan Papain Block McManus Coffinas & Cannavo P.C.		
Contact Person	Michael P. Napolitano		
Address	1140 Franklin Avenue, Suite 200		
City	Garden City	State/Province/Territory	NY

Country	US		
Telephone	(631) 921-7326		
Fax #			
E-Mail Address	mnapolitanoesq@gmail.com		

Company	Nassau County Courts		
Contact Person	Maria Boultadakis		
Address	100 Supreme Court Drive		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 528-0071		
Fax #			
E-Mail Address	Mboultadakis@nycourts.gov		

Company	Brooklyn District Attorney's Office		
Contact Person	Andrea Orlando		
Address	350 Jay Street		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(917) 242-7151		
Fax #			
E-Mail Address	Orlandoa@brooklynda.org		

I, Sheharyar Ali , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Sheharyar Ali , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Sheharyar Ali Law Group P.C.

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali ALI@SALAWPC.COM

President
Title

05/21/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sheharyar Ali Law Group, P.C.

Address: 877 N Corona Ave

City: Valley Stream State/Province/Territory: NY Zip/Postal Code: 11580

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) S corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	Sheharyar				
Last Name	Ali				
MI		Suffix			
Address	1035 Seawane Dr				
City	Valley Stream	State/Province/ Territory:	NY	Zip/Postal Code:	11580
Country	US				
Position	President				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

none // sole owner

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Sheharyar Ali [ALI@SALAWPC.COM]

Dated: 01/29/2026 09:42:06 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Sheharyar Ali state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Sheharyar Ali Law Group, P.C.

Vendor's Address: 877 N Corona Ave Valley Stream NY US 11580

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 01/29/2026 09:38:25 pm

Lobbyist Registration and Disclosure Form: 01/29/2026 09:27:56 pm

Business History Form certified: 05/21/2026 10:24:07 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/29/2026 09:42:06 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Sheharyar Ali [ALI@SALAWPC.COM]
Date Certified	01/29/2026 09:40:44 pm

I, Sheharyar Ali hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Sheharyar Ali ALI@SALAWPC.COM

Name

President

Title

Sheharyar Ali Law Group, P.C.

Name of Submitting Entity

05/21/2026 10:43:58 am

Date

SHEHARYAR ALI LAW GROUP
TRUSTED LEGAL PARTNERS

Attorneys and Counselors at Law
877 N Corona Ave, Valley Stream, New York 11550
Phone: 516-734-1354 | Email: ali@salawpc.com
https://salawpc.com

April 14, 2025

To whom it may concern,

Our firm does not have worker's compensation coverage or New York State Disability and Paid Family leave insurance.

I am the sole owner of the corporation, owning all the stock and holding all the offices of the corporation.

In addition, there are no employees that are employed with the firm.

Respectfully,



Sheharyar Ali

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin Shakil
Tekbytes Insurance Brokerage 25 Melville Park Road Ste 84 Melville, NY 11747	PHONE (A/C, No, Ext): 917-690-4067 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company	12831
INSURER B : Travelers Insurance Company	3548
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sheharyar Ali
Sheharar Ali Law Group
877 N Corona Ave
Valley Stream, NY 11580

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NXT9LLH7V9-01-BP	02/11/2026	02/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,00,000.00 $ 10,000.00 $ 15,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			108033522	04/16/2026	04/16/2027	Coverage Limit Aggregate	1,000,000.00 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Nassau County. This Certficate Holder is an Additional Insured on the General Liability coverage in the Business Owner's Policy per the Additional
Insured Automatic Status Endorsement. The General Liability coverage of the Business Owner's Policy applies for Legal Service operations. All Certificate holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Shakil

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 02/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com PRODUCER CUSTOMER ID:
INSURED Sheharyar ali Sheharyar Ali Law Group 877 N Corona Ave Valley Stream, NY 11580	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Company, Inc. — 12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 175905950 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMITS
A	X PROPERTY		NXT9LLH7V9-01-BP	02/11/2026	02/11/2027		BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLES				X	PERSONAL PROPERTY	$21,600.00
	BASIC	BUILDING				X	BUSINESS INCOME	$Included
	BROAD	CONTENTS				X	EXTRA EXPENSE	$Included
	X SPECIAL	$1,000.00					RENTAL VALUE	$
	EARTHQUAKE						BLANKET BUILDING	$
	WIND						BLANKET PERS PROP	$
	FLOOD						BLANKET BLDG & PP	$
								$
								$
	INLAND MARINE		TYPE OF POLICY				EQUIPMENT	$
	CAUSES OF LOSS						MISC TOOLS	$
	NAMED PERILS		POLICY NUMBER				BORROWED TOOLS	$
	OPEN PERILS							$
	CRIME							$
	TYPE OF POLICY							$
								$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							$
								$
								$
								$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Nassau County
1 West St
Mineola, NY 11501

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **May 29, 2026**

SUBJECT: **Delay Memo – Sheharyar Law Group, P.C.**

The purpose of this memo is to explain the delay with processing a new contract between the County and Sheharyar Law Group, P.C. ("Counsel"), the special counsel firm selected to represent the County in the *Christine J. Casiano, As Administrator of the Estate of Raymond Casiano, Deceased, and Christine J. Casiano, individually v. County of Nassau, et al.,* Docket No. 16-cv-1194 (GRB)(ARL) case.

Counsel's services in this matter commenced on April 30, 2026. Counsel executed the agreement on May 7, 2026, and completed the certificate of no change on May 21, 2026. After confirming all was complete, we immediately began preparing and uploading the contract package for the required County approvals.

I trust this memorandum satisfies your inquiry, however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-81-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026
3:32 PM

NIFS ID: CQIT26000001

Capital:

Contract ID #: **CQIT26000001**

NIFS Entry Date: **02/25/2026**

Department: Information Technology

Service: **Supplemental Staffing Services**

Term: **3 years from execution date; 2 year optional extension**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **William W. Professional Staffing LLC**	ID#:**263810798**
Main Address: **276 5th Avenue Suite-704-1395New York, NY 10001**	
Main Contact: **Shawndetta Miller**	
Main Phone: **(212) 804-7908**	

Department:
Contact Name: **Nancy Stanton ****Final copies to Rosemarie Torla****
Address: **240 Old Country Road, Mineola, NY 11540**
Phone: **(516) 571-4451**
Email: **rtorla@nassaucountyny.gov**

Contract Summary

Purpose: NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. William W. Pro Staffing LLC., is one of those vendors. This agreement enables William W. Pro Staffing LLC., to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

Procurement History: The Contract was entered into after a written request for proposals was issued on March 17, 2025. Potential proposers were made aware of the availability of the RFP by advertisement in NY Post, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 14, 2025. Sixty-six proposals

were received and evaluated. The evaluation committee consisted of: Rosemarie Torla (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Julie Curtis (IT). The proposals were scored and ranked. As a result of the scoring and ranking, five vendors were selected. The RFP # is IT0317-2507 and the STS reference # is 11491.

Description of General Provisions: NCIT may identify a need for individual or project related supplemental staffing "Services" and may issue SOWs (Statement of Work) on an as-needed basis to satisfy those needs.

2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.

3. Upon receipt of an SOW, vendors review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of the SOW, the vendor will submit offer(s) to provide the supplemental staffing services needed under the SOW by:

a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.

b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.

c. Submitting any forms that NCIT requires to be submitted with SOW responses.

4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.

5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in the SOW.

Impact on Funding / Price Analysis: 250,000

Change in Contract from Prior Procurement: NA

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: IT3017-2507

Advertised On: 03/14/2025

Advertised In: Bid Board, Official Newspaper

Proposals Due On: 05/14/2025

Number of proposals received: 65

Evaluation Committee members: Rosemarie Torla (IT), Joseph Jacovina (IT Deputy Commissioner), Andrew Lester (IT Deputy Commissioner), Julie Curtis (IT), Erick Bautista (IT)

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The Committee agreed that it was not feasible to look for the ‘lowest’ prices, as the best pricing. The prices are hourly rates paid to consultants. In New York City and Nassau County specifically, consulting rates are much higher than most if not all, other states. In addition, there is a requirement for the consultants to work on site, therefore working remotely at a lower rate was not feasible. Therefore, we could not base our selection on the lowest price, especially when we observed that many of the hourly rates proposed were significantly lower than the rates we currently pay. Our approach was to take the average of the rates submitted by all vendors, as a benchmark. Not surprisingly, the average pricing was in line with the rates we currently pay our consultants, for each category. We created a matrix of pricing that included the hourly rates of the 33 categories, for each 'level' of expertise, for every vendor that went to the Round two. The matrix was 'conditionally color coded, allowing us to visually compare pricing from vendor to vendor. By working with this matrix it allowed us to eliminate very low 'unrealistic' , and very high pricing relatively quickly; and that allowed us to use pricing as a criteria for our selection process.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	ITGEN-1000	DE505	ITGEN-1000 DE505	01	$75,000.00
						TOTAL		**$75,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$75,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$75,000.00**

Routing Slip

Department			
NIFS Entry	Rosemarie Torla	02/25/2026 03:53PM	Approved
NIFS Final Approval	Nancy Stanton	02/27/2026 01:05PM	Approved
Final Approval	Nancy Stanton	02/27/2026 01:05PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	03/03/2026 03:43PM	Approved
RE & Insurance Verification	Grady Farnan	02/27/2026 02:06PM	Approved
NIFS Approval	Mary Nori	04/30/2026 02:24PM	Approved
Final Approval	Mary Nori	04/30/2026 02:24PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/14/2026 10:54AM	Approved
NIFA Approval	Irfan Qureshi	04/27/2026 11:34AM	Approved
Final Approval	Irfan Qureshi	04/27/2026 11:34AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	05/13/2026 10:46AM	Approved
DCE Compliance Approval	Robert Cleary	05/29/2026 03:49PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 03:16PM	Approved
Final Approval	Arthur Walsh	06/08/2026 03:16PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/08/2026 03:23PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND WILLIAM W. PROFESSIONAL STAFFING LLC

WHEREAS, the County has negotiated a personal services agreement with William W. Professional Staffing LLC, to provide professional technological services and supplemental staffing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with William W. Professional Staffing LLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department"), and William W. Professional Staffing LLC, having its principal office at 276 5th Avenue, (Suite 704-1395), New York, New York 10001 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;
WHEREAS, the Contractor desires to perform the services described in this Agreement;
WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   (a) This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   (b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services**.
   (a) The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to providing information technology supplemental staffing services (the "Services") as described in detail in Exhibit A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

   (b) Renewal Services: Services to be provided during the renewal period shall remain the same unless otherwise stipulated, and agreed upon in writing, signed and agreed to by both parties.

3) **Payment**.
   (a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed **Two Hundred and Fifty Thousand ($250,000)** DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

   (b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially

encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be, **Seventy-Five Thousand ($75,000)** DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) The Contractor shall not perform any work under the Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW"), authorized by the County in writing, and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (I) that was not authorized by an SOW, (ii) where the Contractor's costs exceed the amount authorized, (iii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iv) where the Contractor's costs exceed the amount/rates specified in **EXHIBIT B** ("Cost Schedule").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (I) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Timing of Payment Claims. The Contractor shall submit claims no later than Forty-five (45) days following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(h) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(i) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for

services that were (is) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

(j) **Payment Methodology.** All invoices/claims shall be presented to the County through the Vendor Portal "Disclosures and Claims" applications on the Nassau County website. The vendor is responsible for maintaining accurate payment information on the Vendor Portal, to ensure payments can be properly submitted by the County.

4) **Stop Work Order:** The County at its sole discretion may issue a written order to the Contractor to stop work under a particular SOW ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the SOW for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
(i) Stop or suspend the work for a specific period of time, or
(ii) Cancel the Stop Work Order and continue work on an SOW, or
(iii) Terminate the work covered by the Stop Work Order

(b) The County will issue a written order for the Contractor to resume work ("Return to Work Order"). If a Return to Work Order is issued, the Contractor shall resume working on the SOW. The County may make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW may be modified, in writing, accordingly, if :
(i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
(ii) The Stop Work Order results in a change of deliverable(s) for an SOW.
(iii) Any other reason the County deems necessary and appropriate.

(c) If a Return to Work Order is not issued, and the work covered by the Stop Work Order is terminated, the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5) **Acceptance Criteria**

(a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the

development of application or systems software, all software source and object code is the property of Nassau County.

(b) In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), Nassau County Department of Information Technology ("NCIT") shall notify the Contractor following installation of such Deliverable(s), if the Deliverable(s) are not acceptable. The notice shall specify in reasonable detail the reason(s) Deliverable(s) are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or noncompliance with the specifications was not reasonably ascertainable upon initial inspection.

(c) If the Contractor fails to promptly cure a defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW
- Terminate this Agreement
- Contract with a different Contractor for the Services
- Invoice the original Contractor for any differential in price between the original SOW price and the price charged by the new Contractor.

(d) When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

7) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

8) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

9) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise

upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

10) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Appendix D(the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

11) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to

this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

12) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

13) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

14) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   (a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   (b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   (c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   (d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
   (e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for

the period the Contractor is required to retain other records pertinent to performance under this Agreement;

(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

15) **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

16) **Contractor Personnel**

(a) The Contractor shall require all Contractor personnel providing Services under this Agreement to comply with all security requirements of the County.

(b) Key Personnel

i) The Contractor made a representation that it will provide personnel to provide Services under this Agreement that have unique skills, knowledge, training, and experience ("Key Personnel"). The Contractor acknowledges that its representation that it will engage and employ such Key Personnel to perform the Services was a material consideration in the award of this Agreement to the Contractor. Except as otherwise agreed by the parties in writing, the Contractor's engagement and employment of Key Personnel to perform the Services made in accordance with this Section is an obligation of the Contractor.

ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities are fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.

iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such a transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

17) **Right to Works/Ownership of Work Product/Copyright.**

(a) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(d) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(e) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

18) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection**. Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII

related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

(e) The provisions of this Section shall survive the termination of the Agreement.

19) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(f) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(g) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(h) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

i) The provisions of this Section shall survive the termination of this Agreement.

20) **Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

21) **Warranty**.

(a) Contractor warrants and represents full ownership, clear title free of all lines, and/or that Contractor has obtained on behalf of the County perpetual license rights set forth herein to use any Deliverable. The contractor shall indemnify the County for any loss, damage or actions arising from a breach of this warranty. The County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the

Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

(d) The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(e) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(f) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.

(g) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. The Contractor shall not be responsible for coordinating services under the manufacturer's warranty after the expiration of the Project Warranty Period.

(h) The warranties set forth herein shall survive any termination of the Agreement with respect to an SOW in accordance with the stated warranty term(s).

22) **Assignment; Amendment; Waiver**. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

23) **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Sections 16 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the

Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and/or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(e) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

24) **Termination**.

a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

d) **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

25) **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

26) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

27) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

28) **Data Breach**:

a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

29) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

30) **Notice**s. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   a) in writing to the above referenced addresses and in compliance with the below,
   b) delivered or sent
      i) by hand delivery, evidenced by a signed, dated receipt,
      ii) postage prepaid via certified mail, return receipt requested, or
      iii) overnight delivery via a nationally recognized courier service,
      iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

31) **All Legal Provisions Deemed Included; Severability; Supremacy**.

a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

32) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

33) **Appendices, Exhibits and Attachments**.

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

(a) Exhibit A: Scope of Services & Procedures
(b) Exhibit B: Cost Schedule
(c) Appendix A: Supplemental Staffing Support Services Categories
(d) Appendix C: Non-Disclosure Agreement (NDA)
(e) Appendix EE: Equal Employment Opportunities for Minorities and Women
(f) Appendix L: Certificate of Compliance

34) **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

35) **Financial Deterioration of the Contractor.** The Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

36) **Executory Clause**. Notwithstanding any other provision of this Agreement:
   a) **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
      i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
      ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

   b) **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

37) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
38) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

39) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

40) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

41) **Participation By Political Subdivisions, "PIGGY BACKING":** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VENDOR NAME

By:_____

Name: Shawndetta Miller

Title: President and CEO

Date: January 29th 2026

NASSAU COUNTY

By: _____

Name:_____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)

Queens)ss.:

COUNTY OF ~~NASSAU~~)

On the 29th day of January in the year 2026 before me personally came Shawndetta Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens ; that he or she is the President and CEO of William W. Professional Staffing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DONNA NELSON THOMPSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NE6325377
Qualified in QUEENS County
Commission Expires MAY 26, 2027

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES & PROCEDURES

The purpose of this "Agreement" is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual, or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the thirty-three (33) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in **Appendix A ("Supplemental Staffing Support Service Categories")**. NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in **Appendix A**.

Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services identified under the SOW, indicate an hourly rate that is equal to or less than the rate indicated in **Exhibit B – Cost or Services**. Contractors must also submit resume(s) of personnel being proposed in response to the SOW, which will demonstrate the skills and skill 'Level' of the proposed personnels', years of experience relative to the exact "Support Service Category" identified under the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Individual Statements of Work

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to extend the term of the "Agreement", as provided for in section 24.d, **Contractor Assistance Upon Termination**, the period the Contractor's personnel continue to provide services to NCIT. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

NCIT will allow Contractors a specific period of time from the time NCIT issues a SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.

Contractor Reporting/Documentation

Upon selection to perform the Services specified in an SOW, the Contractor's personnel will be required to provide NCIT with a Weekly Status Report (time sheet). The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

Other Considerations

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor is responsible for validating that all personnel proposed to work under an SOW have the skills and experience identified on the resumes, whether by testing for specific skill sets or through thorough interviews performed by a Subject Matter Expert (SME) with knowledge of the requested "Support Service Category". Vendors are responsible for ensuring the proposed personnel are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project

requirements unless otherwise stated in the SOW.

Pricing Schedule (Total Firm Fixed Prices)

Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/ reimbursement for this purpose.

Contractor Performance Criteria

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

Certification of Employee Skill Sets and Capability to Perform Required Tasks.

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner.

This includes, but is not limited to the Minimum Service Standards outlined in Section 15 above.

If NCIT terminates personnel placed on assignment by the Contractor because the personell's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor ***must*** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

Personnel Substitution.

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

Contractor Disqualification

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

Deliverables

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

Change Management Request

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

EXHIBIT B
COST SCHEDULE

Support Service Categories

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. The County is not responsible to pay an increased rate to personnel who, while working on a project under an existing SOW, becomes eligible for a rate increase based on a promotion to a higher Qualification Level,. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

Service Category Number	IT Service Category	Level 1 Hourly Rate	Level 2 Hourly Rate	Level 3 Hourly Rate
1	Labor Support Services			
2	ClericalSupport Services	54.90	65.10	75.85
3	Help Desk Support Services	68.45	80.25	94.10
4	Desktop Support Services	70.88	84.40	97.75
5	Database Management Services	108.20	127.40	148.55
6	EDMS Services	66.50	78.90	92.25
7	IT Training Services	69.60	82.15	96.45
8	Electronic Commerce/EDI Services	86.75	102.10	118.95
9	Project Management Services	112.33	133.40	157.10
10	Microsoft Exchange Services	92.20	106.30	123.50
11	Computer Programming Services	94.80	112.85	132.60
12	System Programming Services	102.25	127.80	148.25
13	GIS Services	87.45	103.55	121.70
14	IT Support Staff Services - Data Center	75.35	86.20	99.45
15	Network Security Services	118.65	142.10	166.85
16	Computer Systems Security Services	118.65	142.10	166.85
17	Telecommunication Services (Analog	81.70	96.25	112.35
18	Technical Writing Services	74.55	86.90	101.10
19	Computer Systems Analysis Support	92.40	109.25	127.85
20	Unix and Linux System Administration	96.60	113.45	133.75
21	Web Environment Services	92.10	109.95	128.60
22	Software Engineering Services	108.85	132.40	158.75
23	Database Technical Services	101.35	122.75	143.80
24	Application Services for Servers/Blades	97.55	118.90	138.10
25	Wiring Technical Services	75.15	86.85	99.95
26	Wireless Networking Services	92.35	108.55	125.40
27	Network Support Services	91.45	106.60	123.35
28	Server Support Services	91.10	105.75	122.25
29	Project Support Services	75.65	89.10	104.95
30	People Soft Support Services	120.25	145.80	175.50
32	Information Technology Accouting Support	80.45	95.70	111.85
33	Radio Technology Support "Motorola"	125.90	153.25	183.60

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:
Level 1 – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
Level 2 – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
Level 3 – Individuals with ten (10) or more years' experience within the specific Support Service Category.

Please Note: The following Support Service Categories are employed to supplement or augment current Information Technology staff.

Service Category Number	Service Category	Description
1	**Labor Support Services**	Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
2	**Clerical Support Services**	Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.
3	**Help Desk Support Services**	User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
4	**Desktop Support Services**	Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
5	**Database Management Services**	Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.
6	**EDMS Services**	Services specific to Electronic Document Management Systems (EDMS). • Professional Services - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving. • Programming Services - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
7	**IT Training Services**	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	**Electronic Commerce/ EDI Services**	Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems. • Professional Services - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance. • Programming Services - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
9	**Project Management Services**	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	**Microsoft Exchange Services**	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	**Computer Programming Services**	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
12	**System Programming Services**	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	**GIS Services**	Services specific to various forms of Geographic Information Systems (GIS). • Project Support Services – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS). • Programming/ Analysis Services - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
14	**IT Support Staff Services – Data Center Operations**	• Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor. Mainframe Backup, replication and Disaster Recovery specialist.
15		Services specific to security on the County network. • Professional Services - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN). • Other Services - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.

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Service Category Number	Service Category	Description
16	**Computer Systems Security Services**	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	**Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)**	Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
18	**Technical Writing Services**	Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to: • Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers. • Online help and web-based help. • Product specifications. • Project planning & management. • Production and printing documentation. • Indexing of printed and online documents. Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
19	**Computer Systems Analysis Support Services**	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	**Unix and Linux System Administration Services**	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.

21	**Web Environment Services**	• PHP Development
		  ○ Build and maintain dynamic websites and backend scripts
		  ○ Write clean, reusable, and efficient PHP code
		• Database Management
		  ○ Design and manage MySQL databases
		  ○ Write and optimize SQL queries
		• Basic Security Practices
		  ○ Sanitize inputs and prevent SQL injection
		• JavaScript
		  ○ Add interactivity and dynamic features to web pages
		  ○ Use vanilla JavaScript for DOM manipulation, form validation, and AJAX requests

22	**Software Engineering Services**	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	**Database Technical Services**	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	**Application Services for Servers/Blades**	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

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Service Category Number	Service Category	Description
25	**Wiring Technical Services**	Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
26	**Wireless Networking Services**	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	**Network Support Services**	Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity. Must have a valid and clean driver's license. Must be able to provide transportation.
28	**Server Support Services**	Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, Oracle VM platform, Microsoft Azure platform SUSE Linux, RedHat Linux, , AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution. Must have a valid and clean driver's license. Must be able to provide transportation.

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Service Category Number	Service Category	Description
29	**Project Support Services**	**Enterprise Services** – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&V) testing. **Graphics and Presentation** - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development. **Middleware Integration** - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration. **Operational** - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management. **Organizational** - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management. **Planning** - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management. **Research and Analysis** - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
30	**People Soft Support Services**	Highly experienced technical support for our Oracle PeopleSoft Enterprise HCM environment, versions 9.1 and 9.2, to ensure system reliability, compliance, and operational efficiency. The support provider must have at least **ten** (10) years of experience working with PeopleSoft applications, preferably within government agencies. Requires a deep understanding of HR and payroll compliance, and the ability to customize solutions based on our organization's needs. Supported People Soft Modules: • **PeopleSoft Enterprise HCM Portal Pack** – Support for portal configuration, user access management, and integration. • **PeopleSoft Enterprise Payroll** –payroll processing, tax updates, compliance with federal and state regulations, • **PeopleSoft Enterprise Benefits Administration** – complex benefits enrollment, eligibility processing, compliance with regulatory requirements, • **PeopleSoft Enterprise Time and Labor** – Maintenance and troubleshooting of time tracking, labor reporting, rules configuration, and system integrations. • **PeopleSoft Enterprise Absence Management** – leave policies, accrual calculations, approvals, shift management, forecasting balances • **PeopleSoft Enterprise Human Resources** – Employee records management, job data maintenance, position management Scope of Support Services for each module: **System Administration & Maintenance** – Regular system health checks, patch management, and upgrades to ensure stability and security. Provide business and application expertise in the assessment and resolution of operational Production system, incidents and issues. **Issue Resolution & Troubleshooting** – Addressing system errors, data inconsistencies, and user-reported issues efficiently. **Integration Support** – Ensuring seamless data exchange with external systems, including payroll processors, benefits providers, and time-tracking tools. **Compliance & Security** – Implementing role-based security, auditing access controls, and ensuring compliance with industry regulations. **Performance Optimization** – Monitoring and optimizing system performance to enhance user experience and reduce downtime. 1. **End-User Training & Support** – Providing knowledge transfer, training sessions, and documentation for internal teams. 2. **Analysis and Documentation** - Develop functional documentation and instructions for change management approval and production implementation 3. **Queries and Report Development** – based on business requirements 4. **Collaboration, Project Lead, Cross-Training**- Collaborates with team members, Functional and Technical Team Leads, DBAs System Administrators, Integrators, Network staff and external vendors as appropriate to coordinate, plan, solve problems, etc. Engage in cross-

		training to leads in other functional areas 5. **Availability** - Available as needed for batch processing support and system issues that occur during normal duty hours and off duty hours as required 6. **Production Support** - Provide business and application expertise in the assessment and resolution of operational Production system, incidents and issues.
32	**Information Technology Accounting Support Services**	Basic and government accounting services for Information Technology functions. Tasks may include, but are not limited to, management of operating and capital funds, accounts payable, accounts receivable, budgets development, analysis, and oversight, projections, chargebacks, cost accounting, journal entries, grant and contract management.
33	**"Radio Technology Motorola"**	**Familiarity with Motorola Premier One or Spillman Flex radio communication systems:** • **ASTRO 25 (P25)** - Mission-critical radio networks used by police and first responders. • **APX Radios** - Commonly used Motorola portable radios. • **Motorola CAD (Computer-Aided Dispatch) Systems**. • **MCC 7500 Dispatch Consoles** - IP-based dispatching systems. • Knowledge of **P25 (Project 25) Standards**, which ensure interoperability among public safety agencies. • Knowledge of FCC Rules and Regulations **Programming & Software Development – C, C++, C#, Java, C#/Net, ASP.NET – for integration, CAD,** for API development, 911 call handling interfaces, radio technology integration. **API Integration –** Telecom Components History, 3rd party GIS/mapping, Hexagon/Infor Asset management inventory, CC AWARE API **Network & Telecommunications Expertise –** VOIP for 911 routing, radio frequency networking and trunked, conventional simulcast radio systems, VPNs and encrypted communications **Cybersecurity & Compliance** - CJIS (Criminal Justice Information Services) compliance, AES-256 encryption, FCC Licensing compliance, real-time monitoring of PS grade telecommunications **AWS GovCloud, Azure Government**, **NG911 (Next Generation 911**

APPENDIX C
Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 29th day of January , 2026 by and between the County of Nassau acting by and through its Department of Information Technology, ("Disclosing Party" or "County") and William W. Professional Staffing LLC. ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number CQIT26000001, for Supplemental Staffing Services ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

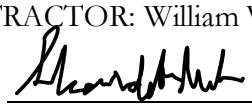
(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: William W. Professional Staffing, LLC

By: 
Name: Shhawndetta Miller
Title: CEO
Date: January 29, 2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of

Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are

unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

William W Professional Staffing (Name)

276 5th Avenue, New York NY 10001 (Address)

212-804-7908 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

. In the past five years, Contractor _____ (HAS) __x__ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action (HAS) __x__ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 29th 2026

Dated

Signature of Authorized Signatory

Shawndetta Miller

Name of Authorized Signatory

Sworn to before me this

29 day of January, 20 26.

Notary Public

DONNA NELSON THOMPSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NE6325377
Qualified in QUEENS County
Commission Expires MAY 26, 2027

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: William W. Professional Staffing LLC

2. Amount requiring NIFA approval: $250,000.00

Amount to be encumbered: $75,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to 3 years from execution date; 2 year optional extension

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. William W. Pro Staffing LLC., is one of those vendors. This agreement enables William W. Pro Staffing LLC., to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 04/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Shawndetta Miller [SMILLER@WILLIAMWPROSTAFF.COM]

Dated: 01/06/2026 10:04:56 pm

Vendor: William W. Professional Staffing LLC

Title: President & CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Shawndetta Miller
   Date of birth: 02/16/1973
   Home address: 18510 DUNLOP AVENUE

City:	SAINT ALBANS	State/Province/ Territory:	NY	Zip/Postal Code:	11412
Country:	US				

   Business Address: 276 5TH AVENUE 704-135

City:	NEW YORK	State/Province/ Territory:	NY	Zip/Postal Code:	10001
Country	US				
Telephone:	3472769402				

   Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	10001
Country:	US				
Telephone:					

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	12/05/2008	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	12/05/2008	Secretary	01/02/2008
Chief Financial Officer	02/01/2008	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I am the owner / principal of WWPS.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Yes. See attached List of Entities. Within the past 3 years, Shawndetta Miller has been a principal owner and/or officer of other separately incorporated entities under common ownership, as listed in the attached List of Entities.
LIST OF ENTITIES

Owner: Shawndetta Miller

The following entities are separately incorporated businesses under common ownership. Shawndetta Miller owns 100% of each entity listed below.

1. William W. Professional Staffing LLC
Type of Business: Staffing and Recruiting
Ownership Percentage: 100%

2. Shanti Roze Fashion & Design LLC
Type of Business: Fashion / E-commerce
Ownership Percentage: 100%

3. CraftBytes Inc.
Type of Business: Digital Art / E-commerce
Ownership Percentage: 100%

4. KozyQuiltz Inc.
Type of Business: Bedding / E-commerce
Ownership Percentage: 100%

5. Tigress Sounds & Publishing Inc.
Type of Business: Publishing
Ownership Percentage: 100%

6. Happy Pet Happy Inc.
Type of Business: Pet Products / E-commerce
Ownership Percentage: 100%

These entities are affiliated through common ownership only. Except as may be otherwise disclosed, they are separately incorporated businesses and are not subsidiaries or parent companies of William W. Professional Staffing LLC. None of the listed entities will participate in the performance of this contract.

6 File(s) uploaded: CraftBytes Inc - Business Information .pdf, Happy Pet Happy - Business information .pdf, KOZYQUILTZ INC- business information.pdf, Keevister Inc - Business Information.pdf, Shanti Roze Fashion & Design - Business Information.pdf, TIGRESS SOUNDS & PUBLISHING business information .pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Certain tax obligations and/or assessed charges were subject to timing and administrative resolution during the referenced period. All required tax returns have been filed, and any outstanding balances have been addressed, resolved, or are being handled through appropriate payment arrangements.

There has been no willful failure to file, no intent to evade taxes, and no unresolved enforcement actions. The business remains in good standing and continues to meet its ongoing federal, state, and local tax obligations.

I, Shawndetta Miller , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Shawndetta Miller , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

William W Professional Staffing

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Shawndetta Miller SMILLER@WILLIAMWPROSTAFF.COM

CEO

Title

03/27/2026 08:38:04 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/06/2026

1) Proposer's Legal Name: William W. Professional Staffing LLC

2) Address of Place of Business: 185-10 Dunlop Avenue

City: Saint Albans State/Province/ Territory: NY Zip/Postal Code: 11412

Country: US

Address: 276 5th Avenue Suite-704-1395

City: New York State/Province/ Territory: NY Zip/Postal Code: 10001

Country: US

Start Date: 09/02/2019 End Date:

3) Mailing Address (if different): 276 5th Avenue Suite-704-1395

City: new york State/Province/ Territory: NY Zip/Postal Code: 10001

Country: US

Phone: (212) 804-7908

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 33005337846

5) Federal I.D. Number: 263810798

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:

Yes. See attached List of Entities. William W. Professional Staffing LLC is affiliated with other separately incorporated entities through common ownership. None of the listed entities are subsidiaries or parent companies of WWPS, and none will participate in the performance of this contract.

1. William W. Professional Staffing LLC
Type of Business: Staffing and Recruiting
Ownership Percentage: 100%

2. Shanti Roze Fashion & Design LLC
Type of Business: Fashion / E-commerce
Ownership Percentage: 100%

3. CraftBytes Inc.
Type of Business: Digital Art / E-commerce
Ownership Percentage: 100%

4. KozyQuiltz Inc.
Type of Business: Bedding / E-commerce
Ownership Percentage: 100%

5. Tigress Sounds & Publishing Inc.
Type of Business: Publishing
Ownership Percentage: 100%

6. Happy Pet Happy Inc
Type of Business: Pet Products / E-commerce
Ownership Percentage: 100%

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Yes. William W. Professional Staffing LLC has affiliates through common ownership. See attached List of Entities, which identifies each entity, business address, business type, and ownership percentage. None of the listed entities are parent or subsidiary companies of WWPS, and none will participate in the performance of this contract.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the

subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

WWPS maintains strict internal controls, professional ethics, and separation of duties. All staff are required to disclose outside relationships, and WWPS will immediately notify Nassau County of any circumstance that could create a conflict or appearance of a conflict. These procedures ensure that no conflict of interest exists now or in the future.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/05/2008

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

William W. Professional Staffing LLC is a privately held, single-member limited liability company. The sole individual with any financial interest or ownership stake in the company is:

Name: Shawndetta Miller
Position: Founder, President & Chief Executive Officer
Ownership Interest: 100%
Address: 185-10 Dunlop Avenue, Saint Albans, NY 11412

There are no additional shareholders, members, partners (general or limited), investors, or individuals with direct or indirect financial interest in the company.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Name: Shawndetta Miller
Position: President & Chief Executive Officer
Address: 185-10 Dunlop Avenue, Saint Albans, NY 11412

No other officers or directors exist.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

738076.98

vii) Summary of relevant accomplishments

William W. Professional Staffing LLC (WWPS) has nearly two decades of experience providing high-quality staffing solutions across IT, administrative, technical, professional, and healthcare sectors nationwide. The firm has successfully supported public agencies, major government contractors, and private organizations with full-cycle recruiting, workforce augmentation, and project-based staffing. WWPS is known for its rigorous screening, rapid deployment capabilities, reliability, and strong client relationships. The company has delivered cleared IT resources, healthcare professionals, and technical specialists to clients with time-sensitive, mission-critical needs, consistently meeting performance expectations.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

18

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

WWPS maintains a dedicated core team of 5–10 employees, supported by a scalable pool of vetted consultants and subcontracted personnel to meet fluctuating staffing demands. The firm uses advanced applicant tracking systems, structured compliance protocols, and rigorous screening methods to ensure high-quality placements. WWPS holds multiple diversity certifications (MBE, WBE, WOSB) and has established a strong reputation for reliability, responsiveness, and operational excellence. With the systems, personnel, and infrastructure in place, WWPS is fully equipped to meet Nassau County's staffing requirements efficiently and professionally.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	: Black Fox Group
Contact Person	Marcellus "Fox" Wade
Address	1629 K Street NW, Suite 300

City	Washington	State/Province/Territory	NY
Country	US		
Telephone	(202) 454-7650		
Fax #			
E-Mail Address	mwade@blackfoxgroup.com		

Company	Field Control Analytics
Contact Person	Victoria Lloyd
Address	12801 N. Stemmons Fwy

City	Farmers Branch	State/Province/Territory	NY
Country	US		
Telephone	(833) 227-0637		
Fax #			
E-Mail Address	vlloyd@fieldca.com		

Company	Ascellon Corporation
Contact Person	Ade Adebisi
Address	8201 Corporate Drive, Suite 310

City	Landover	State/Province/Territory	NY
Country	US		
Telephone	(301) 918-4320		
Fax #			
E-Mail Address	aadebisi@ascellon.com		

I, Shawndetta Miller , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Shawndetta Miller , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: William W Professional Staffing

Electronically signed and certified at the date and time indicated by:
Shawndetta Miller SMILLER@WILLIAMWPROSTAFF.COM

Chief Executive Officer
Title

03/28/2026 03:25:15 pm
Date

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: CRAFTBYTES INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 05/29/2024
EFFECTIVE DATE INITIAL FILING: 05/29/2024
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 7356002
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 05/31/2026
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 185-10 DUNLOP AVENUE , SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: HAPPY PET HAPPY INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 10/25/2023
EFFECTIVE DATE INITIAL FILING: 10/25/2023
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 7166324
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 10/31/2025
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 188 GRAND STREET, 2ND FL, NEW YORK, NY, UNITED STATES, 10013

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

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Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: KEEVISTER INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 10/23/2023
EFFECTIVE DATE INITIAL FILING: 10/23/2023
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 7166341
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 10/31/2025
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 1178 BROADWAY, 3RD FLOOR #3647, NEW YORK, NY, UNITED STATES, 10001

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

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Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: KOZYQUILTZ INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 09/16/2024
EFFECTIVE DATE INITIAL FILING: 09/16/2024
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 7420357
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 09/30/2026
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 18510 DUNLAP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

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Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: SHANTI ROZE FASHION AND DESIGN LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
DOS ID: 4223105
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 03/28/2012
EFFECTIVE DATE INITIAL FILING: 03/28/2012
FOREIGN FORMATION DATE:
COUNTY: QUEENS
JURISDICTION: NEW YORK, UNITED STATES
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE
NEXT STATEMENT DUE DATE: 03/31/2014
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SHAWNDETTA MILLER

Address: 185-10 DUNLOP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412 - 1514

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: TIGRESS SOUNDS & PUBLISHING, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
DOS ID: 5068885
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 01/17/2017
EFFECTIVE DATE INITIAL FILING: 01/17/2017
FOREIGN FORMATION DATE:
COUNTY: QUEENS
JURISDICTION: NEW YORK, UNITED STATES
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE
NEXT STATEMENT DUE DATE: 01/31/2019
NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SHAWNDETTA MILLER

Address: 185-10 DUNLOP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	$0.00000

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WILLIAM W. PROFESSIONAL STAFFING LLC

Member & Shareholder Disclosure Statement
(Nassau County – Disclosure Form, Section 5)

Company Name:

William W. Professional Staffing LLC

Business Address:

276 5th Avenue, Suite 704-13
New York, NY 10001
United States

Member / Shareholder Disclosure

William W. Professional Staffing LLC is organized as a **single-member limited liability company**.
Accordingly:

- The company has **no additional shareholders**
- The company has **no additional members**
- The company has **no partners**

Sole Member / Owner:

Shawndetta Miller
276 5th Avenue, Suite 704-13
New York, NY 10001
United States

Statement

This disclosure accurately reflects the ownership structure of William W. Professional Staffing LLC.
No other individuals or entities hold any membership interest, partnership interest, or shareholder interest in the company.

Certification

I affirm that the above information is true and complete to the best of my knowledge.



Shawndetta Miller
CEO / Managing Member
William W. Professional Staffing LLC
Date: January 10, 2026

William W. Professional Staffing LLC
Principal Disclosure Statement
(For Nassau County Vendor Portal – Question 4)

Principal:
Shawndetta Miller, CEO / Managing Member
276 5th Avenue, Suite 704-13
New York, NY 10001
United States

Principal(s) of the Company

Name: Shawndetta Miller
Title: CEO / Managing Member
Business Address:
276 5th Avenue, Suite 704-13
New York, NY 10001
United States

Statement

William W. Professional Staffing LLC is a **single-member limited liability company**.
There are **no additional principals, officers, directors, partners, or members** associated with the company.

Certification

I affirm that the above information is true and accurate to the best of my knowledge.

Signed: _____
Name: Shawndetta Miller
Title: CEO / Managing Member
Date: _____

William W. Professional Staffing

YOUR NEEDS ARE OUR #1 PRIORITY

CAPABILITY STATEMENT

Company Overview

Founded in 2008, **William W. Professional Staffing (WWPS)** is dedicated to delivering professional and reliable staffing solutions that meet the unique needs of each client. Our approach is centered around understanding and addressing the specific challenges faced by our clients, ensuring that we provide not just staffing, but tailored, value-added service. We work with public, private, and nonprofit sectors, managing and delivering professional services with a focus on quality and efficiency. At WWPS, we believe that our success is measured by the success of our clients. Our commitment to excellence, integrity, and proactive problem-solving enables us to build strong, lasting partnerships. By choosing WWPS, you are choosing a partner who is dedicated to providing professional services that truly make a difference.



Core Competencies

STAFFING SERVICES:

- Construction Staffing
- Consulting Services
- Executive Search Services
- Healthcare Staffing
- Human Resources Staffing
- IT Staffing
- Miscellaneous Staffing
- Office Administrative Support Staffing

STAFFING SOLUTIONS:

- Contract to Hire
- Customized Staffing Solutions
- Direct Hire
- Executive Search Services
- Payroll Services
- Staff Augmentation
- Temporary Staffing

Featured Clients

YesCare, Nova Medical Centers, ALSTOM mobility by nature, BENCHMARK, AECOM, AHSA, THE PORT AUTHORITY OF NY & NJ, JFK John F. Kennedy International Airport, Aya Healthcare, Field Control Analytics, Tenet Health, Newark Liberty International Airport

NAICS Codes

561320	541690	561110	541611
561330	541612	561312	561313
541214	541618	561311	611710
541990	621399	541511	561499

Why Choose Us?

- **Experienced Team:** 15+ years in the industry.
- **Comprehensive Services:** Expertise in multiple sectors.
- **Tailored Solutions:** Customized staffing.
- **Proven Success:** Track record of successful placements.
- **Quality Candidates:** Skilled and diverse talent pool.
- **Nationwide Reach:** Support across the U.S.
- **Efficiency Boost:** Reduce costs and enhance operations.

Company Certifications

mwbe, MBE Certified, SBE Certified Enterprise, DBE Certified, NMSDC MBE 2023, MWBE Certified, THE PORT AUTHORITY OF NY & NJ, WEConnect International Women's Business Enterprise, NYC Small Business Services, SBA WOSB Woman Owned Small Business, Women's Business Enterprise National Council WBENC

William W. Professional Staffing LLC
Shawndetta Miller, MA; MBA - CEO
Phone: 212-804-7908
Text: (212) 804-7908

Email: smiler@williamwprostaff.com
Website: www.williamwprostaff.com
Address: 276 5th Avenue, Suite 704-1395
New York, NY 10001

CAGE Code: 7R0L0
DUNS # 005337846
UEI: PLK6L5PQWRL9
NYC Vendor # 0003286332

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: William W. Professional staffing LLC

Address: 276 5th Avenue Suite-704-1395

City: New Yok State/Province/Territory: NY Zip/Postal Code: 10001

Country: US

2. Entity's Vendor Identification Number: 263810798

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None. William W. Professional Staffing LLC has no affiliated, related, subsidiary, or parent companies participating in the performance of this contract. William W. Professional Staffing LLC is under common ownership with the following separately incorporated entities: Shanti Roze Fashion & Design LLC, CraftBytes Inc., KozyQuiltz Inc., Tigress Sounds & Publishing Inc., and Happy Pet Happy Inc. These companies are affiliated only through common ownership, are not parent or subsidiary companies of WWPS, and none will participate in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of

New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Shawndtetta Miller [SMILLER@WILLIAMWPROSTAFF.COM]

Dated: 03/27/2026 07:51:08 pm

Title: CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kern J Preddie	
Blackhawk Financial LLC P.O. Box 211 Clay, NY 13041	PHONE (A/C, No, Ext): 315.506.6700 FAX (A/C, No): 315.506.6227 E-MAIL ADDRESS: kern.preddie@blackhawk-financial.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Company	12831
INSURED William W. Staffing Professional LLC 276 5th Ave New York, NY 10001	INSURER B : Hartford Accident and Indemnity Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
				NXTYXLJHDR-00-GL	05/02/2026	05/02/2027	MED EXP (Any one person)	$ 10,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000.00
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		12 WEC BF9MZP	05/02/2026	05/02/2027	E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00
C	Professional Liability			NXTYXLJHDR-00-GL	05/02/2026	05/02/2027	Each Ocurrence Aggregate	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Nassau County Department of Information Technology. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions

CERTIFICATE HOLDER

Nassau County Department of
Information Technology
240 Old Country Rd
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kern J Preddie

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Certified: --

E-82-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
4:55 PM

NIFS ID: CLAT26000016

Capital:

Contract ID #: **CQAT25000035**

NIFS Entry Date: **04/14/2026**

Department: County Attorney

Service: **special counsel (Thompson)**

Term: **November 23, 2025 to completion**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Greenberg Traurig, LLP**	ID#:**133613083**
Main Address: **2900 Monarch Lakes Blvd Miramar, FL 33027**	
Main Contact: **John McEntee**	
Main Phone: **(516) 629-9605**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is amendment (#1) to a contract with Greenberg Traurig, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera, Docket No. 22-cv-7954. This amendment adds the Thompson case.

Procurement History: A Request for Qualifications ("RFQ') was issued April 2018, 2019, and 2022, and a special counsel panel ('Panel") of firms qualified in several areas of law has been established. Counsel has been added to this Panel.

The need arose to retain special counsel in the litigation of Fasolakis v. The County of Nassau. Greenberg Traurig, LLP has the capacity and the necessary resources required to coordinate and aggressively defend the County in the above-referenced matter.

Since Counsel was available to step in immediately, they were selected to handle this matter

Description of General Provisions: Services under this Agreement shall include but not be limited to providing legal advice; motion practice; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: No change.

Change in Contract from Prior Procurement: Services provided by counsel is amended to include litigation and advisory services, including but not limited to trial preparation and support, case analysis, evidentiary review, witness preparation, development of examination and cross-examination strategies, and preparation of trial materials, as may be requested by the County's in-house attorneys from time to time in connection with Thompson v. County of Nassau, et. al., Index No. 614911/2024, related matters, or other substantially similar litigation.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 02/18/2026

Original procurement method: Counsel was deemed qualified from the above referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	03	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	05/26/2026 01:50PM	Approved
NIFS Final Approval	Mary Nori	05/26/2026 01:50PM	Approved
Final Approval	Mary Nori	05/26/2026 01:50PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	05/26/2026 03:40PM	Approved
RE & Insurance Verification	Salvatore Spezio	05/26/2026 03:40PM	Approved
NIFS Approval	Mary Nori	05/28/2026 01:35PM	Approved
Final Approval	Mary Nori	05/28/2026 01:35PM	Approved
OMB			
NIFS Approval	Raquel Rosen	05/26/2026 02:10PM	Approved
NIFA Approval	Irfan Qureshi	05/28/2026 10:13AM	Approved
Final Approval	Irfan Qureshi	05/28/2026 10:13AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/28/2026 01:43PM	Approved
DCE Compliance Approval	Robert Cleary	06/01/2026 01:18PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 02:33PM	Approved
Final Approval	Arthur Walsh	06/08/2026 02:33PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/08/2026 04:36PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND GREENBERG TRAURIG, LLP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Greenberg Traurig, LLP., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Greenberg Traurig, LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT25000035 between the County and Counsel, executed on behalf of the County on February 18, 2026 (the "Original Agreement"), Counsel provides legal services to the County in connection with the case known as *Fasolakis v. County of Nassau, et al.,* Docket No. 22-cv-7954, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 23, 2025, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Eight Hundred Fifty Thousand Dollars ($850,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. The scope of services set forth in the Original Agreement is hereby amended to include litigation and advisory services, including but not limited to trial preparation and support, case analysis, evidentiary review, witness preparation, development of examination and cross-examination strategies, and preparation of trial materials, as may be requested by the County's in-house attorneys from time to time in connection with *Thompson v. County of Nassau, et.* al., Index No. 614911/2024, related matters, or other substantially similar litigation.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn Cole
Name: KATHRYN COLE
Title: Shareholder
Date: 4/10/26

NASSAU COUNTY

By: Thomas A. Adams
Name: Thomas A. Adams
Title: County Attorney
Date: April 14, 2026

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of April in the year 2026 before me personally came Kathryn Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the shareholder of Greenway Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC John McEntee

JOHN P. MCENTEE
Notary Public, State of New York
No. 02MC6381215
Qualified in Nassau County 2026
Commission Expires September 24, ~~2022~~

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of April in the year 2026 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Greenberg Traurig, LLP

2. Amount requiring NIFA approval: $0.00

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to November 23, 2025 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to a prior contract with Counsel.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is amendment (#1) with Greenberg Traurig, LLP ("Counsel"), the special counsel firm selected to represent the County in the matter known as Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera, Docket No. 22-cv-7954.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 05/28/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Brian Duffy [DUFFYB@GTLAW.COM]

Dated: 04/30/2026 02:53:43 pm

Vendor: Greenberg Traurig

Title: CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brian Duffy
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 1144 15TH ST STE 3300

City:	Denver	State/Province/ Territory:	CO	Zip/Postal Code:	80202
Country	US				
Telephone:	303-572-6500				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	02/01/2013	Treasurer	
Chairman of Board		Shareholder	06/01/2001
Chief Exec. Officer	01/01/2016	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
$750,000 of capital

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Duffy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Duffy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Greenberg Traurig, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Duffy DUFFYB@GTLAW.COM

CEO

Title

04/30/2026 02:55:44 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/24/2026

1) Proposer's Legal Name: Greenberg Traurig, LLP

2) Address of Place of Business: 900 Stewart Ave, 5th FL

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 071304986

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Greenberg Traurig, P.A. owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994). (1% ownership)

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Any conflict disclosure is being separately handled by the GT relationship attorneys and will be sent under separate transmission.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We address conflicts in a proactive manner and maintain a computer-based conflict check system that allows for the effective and efficient identification and resolution of legal conflicts of interest. Prospective matters and/or new clients are tracked by this system so that we can quickly assess the existence of any such conflicts. The system is firm-wide and used by our attorneys, secretaries, paralegals and members of the support staff.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Greenberg Traurig has over 1300 shareholders. No individual shareholder of Greenberg Traurig P.A. has more than .2% ownership.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

5015

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Greenberg Traurig is recognized as a 2025 BTI "Best of the Best Recommended Law Firm" by general counsel for trust and relationship management, Greenberg Traurig is consistently ranked among the top firms on the Am Law Global 100, NLJ 500, and Law360 400. Greenberg Traurig is also known for its philanthropic giving, culture, innovation, and pro bono work. Web: www.gtlaw.com.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Greenberg Traurig, LLP has approximately 3,100 lawyers across 51 locations in the United States, Europe, the Middle East, Latin America, and Asia. The firm's broad geographic and practice range enables the delivery of innovative and strategic legal services across borders and industries..

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Pillsbury Winthrop Shaw Pittman, LLP
Contact Person	Richard P. Donohue, Esq.

Address	31 West 52nd Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 858-1161		
Fax #			
E-Mail Address	richard.donoghue@pillsburylaw.com		

Company	Jones Lang Lasalle		
Contact Person	Judith Dever		
Address	200 E Randolph St Floor 43-48		
City	Chicago	State/Province/Territory	IL
Country	US		
Telephone	(312) 782-5800		
Fax #			
E-Mail Address	Judith.Dever@am.jll.com		

Company	TCW Group		
Contact Person	James Mercer, Litigation Counsel		
Address	865 South Figueroa Street		
City	Los Angeles	State/Province/Territory	CA
Country	US		
Telephone	(310) 245-6788		
Fax #			
E-Mail Address	James.Mercer@tcw.com		

I, Kathryn Cole , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kathryn Cole , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Greenberg Traurig, LLP

Electronically signed and certified at the date and time indicated by:
Kathryn Cole KATY.COLE@GTLAW.COM

Shareholder
Title

04/24/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Greenberg Traurig, LLP

Address: 900 Stewart Ave, 5th FL

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Executive Officers 2026.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

There is no individual at Greenberg Traurig that owns 10% or more equity interest in the firm. Greenberg Traurig has over 1,300 shareholders.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Greenberg Traurig, PA owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994) (1% ownership).

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Kathryn Cole [KATY.COLE@GTLAW.COM]

Dated: 04/24/2026 11:44:19 am

Title: Shareholder

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Officers/Directors of Greenberg Traurig, P.A.- 333 SE 2nd Avenue, Suite 4400, Miami, FL 33131, United States

Richard A. Rosenbaum, Executive Chairman
Brian L. Duffy, Chief Executive Officer
Cesar Alvarez - Senior Chairman
Matthew B Gorson - Senior Chairman
Bradford Kaufman - Senior Chairman
Lori G. Cohen - Vice Chairman
Richard A. Edlin – Vice Chairman
Robert J. Ivanhoe - Vice Chairman
Paul J. Maher – Vice Chairman
Alan Annex - Vice Chairman
Michael Fishman - Vice Chairman
Michael Baum – Co-President
Ernest L. Greer – Co-President
Fiona Adams - Executive Vice Presidents
Scott Bornstein - Executive Vice President
Michelle Ferreira - Executive Vice President
Diane Ibrahim - Executive Vice President
Jaret Davis - Senior Vice President
Shari Heyen - Senior Vice President
Demetrius McDaniel - Senior Vice President
Nikki Lewis Simon - Senior Vice President
Jeff Scott - General Counsel
Drew M. Altman - Assistant Secretary

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Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Megan Stewart state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Greenberg Traurig LLP

Vendor's Address: 2900 Monarch Lakes Blvd, Suite 202 Miramar FL US 33027

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 04/30/2026 02:53:43 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 04/24/2026 03:20:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 04/24/2026 11:44:19 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Brian Duffy [DUFFYB@GTLAW.COM]
Date Certified	04/30/2026 02:55:44 pm

I, Megan Stewart hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Megan Stewart MEGAN.STEWART@GTLAW.COM

Name

Business Development Specialist

Title

Greenberg Traurig LLP

Name of Submitting Entity

05/12/2026 01:12:44 pm

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
830 Brickell Plaza, Suite 3300
Miami, FL 33131

CN101232632--GAWU-26-27

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greenberg Traurig, P.A.
333 SE 2nd Avenue - Ste 4400
Miami, FL 33131

COVERAGES **CERTIFICATE NUMBER:** ATL-005982465-04 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3606-93-23	05/01/2026	05/01/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC72809312 (AOS)	05/01/2026	05/01/2027	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH)	N / A		SCFC72809324 (WI)	05/01/2026	05/01/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Client matter number is: 215276.010100. Nassau County is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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GREETRA-01 MALSBROOKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 353 N. Clark St., 11th Fl Chicago, IL 60654	CONTACT NAME: Andrew Ratner PHONE (A/C, No, Ext): (551) 697-5799 FAX (A/C, No): E-MAIL ADDRESS: Andrew.Ratner@alliant.com
INSURED Greenberg Traurig, LLP 333 SE 2nd Avenue, Suite 4400 Miami, FL 33131	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Columbia Casualty Company 31127 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof Liability			198277147	2/22/2026	2/22/2027	See description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Liability in excess of $40,000,000 Per Claim/$80,000,000 Aggregate claim made coverage afforded on a subscription basis by Insurer A and other participating companies.

CERTIFICATE HOLDER

County of Nassau
1 West St
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Greenberg Traurig LLP 333 Avenue Of The Americas Ste 4400 Miami, FL 33131-2184 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau, 1 West St, Mineola, NY 11501	3a. Name of Insurance Carrier Indemnity Ins Co Of North America 3b. Policy Number of Entity Listed in Box "1a" WLRC72809312 3c. Policy effective period 05/01/2026 to 05/01/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Paul Morrissette
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 05/06/2026
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Greenberg Traurig LLP 200 Park Avenue Suite 14 New York, NY 10601 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 305-579-0500 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau One West Street Mineola, NY 11501	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S) 3b. Policy Number of Entity Listed in Box 1a 818794 3c. Policy Effective Period 05/01/2026 to 04/30/2027

4. Policy provides the following benefits:
   - [X] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 04/17/2026 By Kayla Moholland
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-247-6875 Name and Title Kayla Moholland, Client Services Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 23, 2025, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the matter known as *Elizabeth Fasolakis v. The County of Nassau, The Nassau County Police Department, Police Officer Kevin Mooney and Police Officer Michael Caldarera,* United States District Court for the Eastern District of New York, Docket No. 22-cv-7954, wherein plaintiff alleges her civil rights were violated by members of the Nassau County Police Department (the "Services"). Services under this Agreement shall include but not be limited to providing legal advice; motion practice; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such as Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described matters.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Eight Hundred Fifty Thousand Dollars ($850,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i)	Practice Group Leader:	$1395.00
(ii)	Shareholders/Partners:	$1195.00
(iii)	Associates:	$795.00
(iv)	Paralegals:	$390.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Five Hundred Thousand Dollars ($500,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract

and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an

immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not

represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent. The County acknowledges that Counsel represents clients, comprising both individuals and entities, before boards, agencies, departments, and divisions of the County, including its Legislature (collectively, the "Nassau County Entities"). The County waives any current or prospective conflicts of interest, potential or actual, arising solely from non-adverse representations. If Counsel seeks to represent a client in litigation directly adverse to any Nassau County Entities, Counsel shall be precluded from disclosing any County information in any such representation, and a separate written waiver will be required.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this

Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete

and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn Cole

Name: Kathryn Cole

Title: Shareholder

Date: 12/8/25

NASSAU COUNTY

By:

Name: Thomas A. Adams

Title: County Attorney

Date: Dec 8, 2025

NASSAU COUNTY

By:

Name: ARTHUR T. WALSH

Title: ☐ County Executive
☐ Deputy County Executive
Chief Deputy County Executive

Date: 2/18/26

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of December in the year 2025 before me personally came Kathryn Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Shareholder of Greenberg Traurig, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified In Suffolk County
Commission Expires April 5, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of December in the year 2025 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of February in the year 2026 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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[illegible] 28

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Brian L. Duffy (Name)

1144 15th Street, Suite 3300, Denver, CO 80202 (Address)

(303) 572-6545 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/08/2025
Dated

Signature of Chief Executive Officer

Brian L. Duffy
Name of Chief Executive Officer

Sworn to before me this
8th day of December 2025

Notary Public

JENNIFER L. STAFFORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204033354
MY COMMISSION EXPIRES SEPTEMBER 24, 2028

Certified: --

E-83-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026
5:36 PM

NIFS ID: CQBU26000010

Capital:

Contract ID #: **CQBU26000010**

NIFS Entry Date: **06/04/2026**

Department: Budget

Service: **AJG - Insurance Broker 2026**

Term: from **05/01/2026** to **04/30/2031**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Arthur J. Gallagher Risk Management Services, LLC**	ID#:**362102482**
Main Address: **One Jericho Plaza Jericho, NY 11753**	
Main Contact: **Myvrose Chery**	
Main Phone: **(516) 622-2419**	

Department:
Contact Name: **Elizabeth Valerio**
Address: **1 West St Mineola, NY 11501**
Phone: **(516) 571-5735**
Email: **evalerio@nassaucountyny.gov,rreddy@nassaucountyny.goc**

Contract Summary

Purpose: This is an agreement with Arthur J. Gallagher Risk Management Services, LLC to act as the County's insurance broker to renew policies, provide consultation on risk exposure and obtain new insurance coverage as directed by the department.

Procurement History: On February 5, 2026, the County issued a Request for Proposal (RFP) for Insurance Broker of Record. The RFP was posted in the New York Post and New York State Contract Reporter. Proposals were due on March 5, 2026. Six proposals were received. Based on the review of the proposals submitted, the RFP Committee determined that Arthur J. Gallagher offered the best value to the County.

Description of General Provisions: Arthur J Gallagher will provide the County with proposals and recommendations for insurance brokerage and consulting services. The services shall encompass all brokerage and consulting services for insurance renewals, including a thorough policy renewal presentation with recommendations, analysis of proposed coverage and policies issued, loss control meetings with County officials and consultants, and carrier negotiations. Types of coverage that the Broker will assist with include but are not limited to Environmental, Aviation, Liability, Property, and Excess.

Impact on Funding / Price Analysis: The term of this agreement is five years; with the option to extend the term for two additional one-year periods for a potential total term of seven years. The contractor will bind policies on the County's behalf and invoice the County for the premium due. For the placement of insurance, the contractor shall be entitled to a ten percent (10%) commission with the commission paid by the insurance carrier. For risk management consulting services, the contractor shall be paid a flat fee of no more than Ten Thousand Dollars ($10,000) per agreement year, for a total maximum amount of Fifty Thousand Dollars ($50,000).

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: BU0203-2650

Advertised On: 02/05/2026

Advertised In: Official Newspaper, New York State Contract Reporter

Proposals Due On: 03/05/2026

Number of proposals received: 6

Evaluation Committee members: Steven Conkling, Christopher Nolan, Lily Perez, Renee Reddy

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The RFP Committee met and reviewed proposals based on the criteria contained in the RFP. Arthur J. Gallagher was the highest rated proposal of the six proposals received.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1500	93	BUGEN1500	93993	BUGEN1500 93993	01	$1,200,000.00
						TOTAL		**$1,200,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$1,200,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$1,200,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Valerio	06/05/2026 09:54AM	Approved
NIFS Final Approval	Christopher Nolan	06/05/2026 10:23AM	Approved
Final Approval	Christopher Nolan	06/05/2026 10:23AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	06/08/2026 04:16PM	Approved
RE & Insurance Verification	Julie Silverstein	06/08/2026 04:51PM	Approved
NIFS Approval	Mary Nori	06/08/2026 05:00PM	Approved
Final Approval	Mary Nori	06/08/2026 05:00PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	06/05/2026 10:24AM	Approved
NIFA Approval	Christopher Nolan	06/05/2026 10:32AM	Approved
Final Approval	Christopher Nolan	06/05/2026 10:32AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/08/2026 05:27PM	Approved
DCE Compliance Approval	Robert Cleary	06/08/2026 05:28PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 05:30PM	Approved
Final Approval	Arthur Walsh	06/08/2026 05:30PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/08/2026 05:31PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET AND ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

WHEREAS, the County has negotiated a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc., to provide insurance brokerage and consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Arthur J. Gallagher Risk Management Services

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) Arthur J. Gallagher Risk Management Services, LLC, having an office located at One Jericho Plaza, Suite 200, Jericho, NY 11753 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2026 and terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement. The Department, at its sole discretion, shall have the option to extend the term for two (2) additional one (1) year periods for a potential total term of seven (7) years.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of insurance brokerage and consulting services, as the County's insurance broker of record (the "Services"). At a minimum, Contractor shall:

(i) Work with County personnel to assess risk, and design, develop and maintain a cost-effective insurance program.

(ii) Review the County's current insurance programs, determine risk tolerance, establish future objectives and strategies to minimize County claims, and maintain a cost-effective risk management and insurance program.

(iii) Identify and negotiate on the County's behalf with insurance carriers and keep the County informed of developments. The selected broker will be authorized by the County in all discussions and transactions with the insurance company, provided the broker does not place insurance on the County's behalf unless authorized by the County.

(iv) Monitor financial conditions of insurance companies and notify County of any changes in AM Best rating or credit rating.

(v) Follow-up with insurance carriers to obtain the timely issuance of policies and endorsements.

(vi) Act as liaison between insurance company and County.

(vii) Review existing or proposed policies for accuracy, endorsements and conform to negotiated coverages.
(viii) Inform County of changes in the insurance markets and annual forecast of rates.
(ix) Issue insurance certificates on demand.
(x) Provide insurance quotes from a carrier with A or higher rating with AM Best Company.
(xi) Assist the County's Risk Management Unit in identifying its insurable property and casualty exposures and recommend professional methods to reduce, assume and/or transfer the risk of loss.
(xii) Review the County's risk assessment and assist the County in the preparation of its annual insurance budget.
(xiii) Assist the County in developing an affordable program to ensure compliance with the federal and/or State regulations for any repaired or newly constructed facilities as conditioned upon receipt of federal or State funding.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, subject to the County's approval of the encumbrance of funds, shall not exceed the following amounts:

(i) For all Services provided by the Contractor, Contractor shall be entitled to a commission of ten percent (10%) of the insurance premiums. The premiums of the insurance policies shall be payable to the Contractor by the County as they become due. Contractor's 10% commission shall be paid by the insurance carrier.
(ii) In addition to the commission, the County shall pay Contractor an annual fee of $10,000 which shall be fully earned on the Effective Date (and any anniversary thereof).

(b) Vouchers; Voucher Review. Approval and Audit. Payments shall be made to the Contractor in arrears, unless otherwise specified in this Agreement, and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Other Fees and Commission. In addition to the fees and/or commissions set forth or otherwise described herein, Contractor may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Contractor's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to the County. Any compensation that Contractor receives from insurance carriers may differ depending on the market and the insurance product placed on County's behalf. Contractor may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Contractor. The County is not responsible for the payment of any such fees or commission described under this Section 3(g). The Contractor shall comply with any applicable industry standards related to conflicts of interests with respect to receipt of such fees or commission.

(g) Adjustment to Fees. County shall inform Contractor in the event that County's business operations change substantially, including the applicable risks insured. Under such circumstances, and where such changes could not have been reasonably anticipated by the parties to have occurred, County and Contractor will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Contractor hereunder, subject to the approval of an amendment to this Agreement.

(h) Taxes and Related Fees. Where applicable and to the extent that the County is not exempt from such fees or costs, insurance coverage placements and other services provided by Contractor under this Agreement may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, the County is responsible for the payment of such taxes and/or fees, which Contractor will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset by the County against fees or commissions due to Contractor by the County hereunder.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County

employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all Information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June of 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), to the extent arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) Except for gross negligence and willful misconduct, Contractor's liability to the County for Losses arising from any negligent acts or omissions of Contractor related to the Services provided hereunder shall not exceed twenty million dollars ($20,000,000) in the aggregate.

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau on Contractor's General Liability and Workers' Compensation policies.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of or cancellation of Contractor's General Liability coverage, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause

all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment: Amendment; Waiver: Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (ill) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement) and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

4. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-

2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

	Value of Contract	Administrative Fee
(a)	$0-$10,000	$0
(b)	Over $10,000-$50,000	$160
(c)	Over $50,000-$100,000	$266
(d)	Over $100,000	$533

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

(i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

(ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC

By: Richard Famiglietti

Name: Richard Famiglietti

Title: AREA PRESIDENT

Date: 6/1/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of June in the year 2026 before me personally came Richard Fairgleth
to me personally known, who, being by me duly sworn, did depose and say that he or she resides
in the County of Nassau; that he or she is the President of Arthur J. Gallagher RMS
the corporation described herein and which executed the above instrument; and that he or she
signed his or her name thereto by authority of the board of directors of said corporation.

Joann J. Sparacio
NOTARY PUBLIC

JOANN J SPARACIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6360887
Qualified in Nassau County
My Commission Expires 6/26/2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____
to me personally known, who, being by me duly sworn, did depose and say that he or she resides
in the County of _____; that he or she is the _____ of
_____, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the
County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the

Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Richard J. Famigletti (Name)

One Jericho Plaza, Suite 200, Jericho, NY 11753 (Address)

516.622.2475 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) __X__ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) __X__ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 3, 2026

Dated

Richard Famigletti

Signature of Chief Executive Officer

Richard J. Famigletti

Name of Chief Executive Officer

Sworn to before me this
3 day of June, 2026.

Joann J. Sparacio

Notary Public

JOANN J SPARACIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6360887
Qualified in Nassau County
My Commission Expires 4/24/2029

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Arthur J. Gallagher Risk Management Services, LLC

2. Amount requiring NIFA approval: $6,600,000.00

Amount to be encumbered: $1,200,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 05/01/2026 to 04/30/2031

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an agreement with Arthur J. Gallagher Risk Management Services, LLC to act as the County's insurance broker to renew policies, provide consultation on risk exposure and obtain new insurance coverage as directed by the department,

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 06/05/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Myvrose Chery [MYVROSE_CHERY@AJG.COM]

Dated: 05/01/2026 05:17:13 pm

Vendor: Arthur J. Gallagher Risk Management Services, LLC

Title: Client Service Supervisor

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John R. Dina
   Date of birth: 12/31/1973
   Home address: 6633 Flushing Drive

City:	College Grove	State/Province/ Territory:	TN	Zip/Postal Code:	37046
Country:	US				

Business Address: One Jericho Plaza, Suite 200

City:	Jericho	State/Province/ Territory:	NY	Zip/Postal Code:	11753
Country	US				
Telephone:	5167450800				

Other present address(es):

City:	Jericho	State/Province/ Territory:	NY	Zip/Postal Code:	11753
Country:	US				
Telephone:	15166222419				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Area Senior Vice President, Senior Director – Public Entity Practice
Start Date	01/01/2009

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John R. Dina , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John R. Dina , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Arthur J. Gallagher Risk Management Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John R. Dina MYVROSE_CHERY@AJG.COM

Area Senior Vice President

Title

03/02/2026 01:45:20 pm

Date

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the fiscal year ended December 31, 2020

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the transition period from _____ to
Commission file number 1-09761

ARTHUR J. GALLAGHER & CO.
(Exact name of registrant as specified in its charter)

DELAWARE	**36-2151613**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**
2850 Golf Road **Rolling Meadows, Illinois**	**60008-4050**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (630) 773-3800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $1.00 per share	AJG	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐.

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 726(b)) by the registered public accounting firm that prepared or issued its audit report Yes ☒ No ☐.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒.

The aggregate market value of the voting common equity held by non-affiliates of the registrant, computed by reference to the last reported price at which the registrant's common equity was sold on June 30, 2020 (the last day of the registrant's most recently completed second quarter) was $16,249,616,000.

The number of outstanding shares of the registrant's Common Stock, $1.00 par value, as of January 31, 2021 was 193,740,000.

Documents incorporated by reference: Portions of Arthur J. Gallagher & Co.'s definitive 2021 Proxy Statement are incorporated by reference into this Form 10-K in response to Part III to the extent described herein.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/01/2026

1) Proposer's Legal Name: Arthur J. Gallagher Risk Management Services, LLC

2) Address of Place of Business: One Jericho Plaza, Suite 200

City: Jericho State/Province/ Territory: NY Zip/Postal Code: 11753

Country: US

Address: 2850 Golf Road

City: Rolling Meadows State/Province/ Territory: IL Zip/Postal Code: 60008

Country: US

Start Date: 01/01/2018 End Date:

Address: 377 Oak Street

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

Start Date: 01/01/1990 End Date: 03/31/2016

Address: One Jericho Plaza

City: Jericho State/Province/ Territory: NY Zip/Postal Code: 11753

Country: US

Start Date: 04/01/2016 End Date:

3) Mailing Address (if different): One Jericho Plaza

City: Jericho | State/Province/ Territory: NY | Zip/Postal Code: 11753

Country: US

Phone: (515) 745-0800

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 005941018

5) Federal I.D. Number: 36-2102482

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
Since The County is looking for all of our subsidiaries and affiliated companies, attached is our latest 10-K with the Exhibits.

1 File(s) uploaded: Form 10-K 2025.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

All Gallagher employees are required to participate in an annual conflict of interest survey and disclose potential conflicts.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/10/1947

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Files attached.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

IL

v) The number of employees in the firm;

5156

vi) Annual revenue of firm;

13940000000

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

76

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

AJG has been a vendor of Nassau County for several years.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Islip		
Contact Person	John R. Dicioccio		
Address	655 Main Street		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-5550		
Fax #			
E-Mail Address	jdici@islipny.gov		

Company	County of Suffolk		
Contact Person	Leslie Baffa		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-3227		
Fax #			
E-Mail Address	LBaffa@suffolkcountyny.gov		

Company	Village of Garden City		
Contact Person	Irene Woo		
Address	351 Stewart Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 465-4000		
Fax #	(516) 465-4000		
E-Mail Address	IWoo@gardencityvillage.net		

I, Myvrose Chery , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Myvrose Chery , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Arthur J. Gallagher Risk Management Services, LLC

Electronically signed and certified at the date and time indicated by:
Myvrose Chery MYVROSE_CHERY@AJG.COM

Client Service Supervisor
Title

05/01/2026 05:45:58 pm
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Arthur J. Gallagher Risk Management Services, LLC

Address: One Jericho Plaza

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

2. Entity's Vendor Identification Number: 36-2102482

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

One Jericho Plaza

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Myvrose Chery [MYVROSE_CHERY@AJG.COM]

Dated: 05/01/2026 05:47:09 pm

Title: Client Service Supervisor

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only)	**1b. Business Telephone Number of Insured**
Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza, Suite 200 Jericho, NY 11753	**630-285-4122** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **50-420783** **1d. Federal Employer Identification Number of Insured or Social Security Number** 36-2102482
Work Location of Insured ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a. Name of Insurance Carrier** **Arch Insurance Company** **3b. Policy Number of entity listed in box "1a"** **44WCI0501918** **3c. Policy effective period** **10/01/25 – 10/01/26**
Nassau County 1 West Street, 5th Floor Mineola, NY 11501	**3d. The Proprietor, Partners or Executive Officers are** Check all that apply): ☒ **included.** **(Only check box if all partners/officers included)** Check all that apply): ☐ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ___Drew Spradlin
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ Drew Spradlin _____ 03/02/26
(Signature) (Date)

Title:
Telephone Number of authorized representative or licensed agent of insurance carrier:
Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

Confidential Information

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Confidential Information

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC
2850 WEST GOLF ROAD
ROLLING MEADOWS, IL 60008

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

(630) 773-3800

1c. Federal Employer Identification Number of Insured or Social Security Number

362102482

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
1 West Street, 5th Floor
Mineola, NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY713665004

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 03-02-2026 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Direct All Inquiries to Email
Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Arch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arthur J. Gallagher, LLC
2850 West Golf Road
Rolling Meadows, IL 60008

COVERAGES **CERTIFICATE NUMBER:** 2145509291 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		41GPP4938418	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N A		44WCI0501918 41WCI4938118	10/1/2025 10/1/2025	10/1/2026 10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.

The Certificate holder is included as Additional Insured solely with respects to General Liability as evidenced herein as required by written contract per form 00 GL0596 00 04 10.
Coverage extends to Arthur J. Gallagher Risk Management Services, LLC One Jericho Plaza, Suite 200, Jericho, NY 11753.
Nassau County is included as additional insureds with respect to General Liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER

Nassau County
1 West Street, 5th Floor
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:
Policy Number: 41GPP4938418
Named Insured: Arthur J. Gallagher, LLC
This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 10/01/2025

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

ANDREW PERSICH
BUDGET DIRECTOR

OFFICE OF MANAGEMENT AND BUDGET
1 West Street
Mineola, NY 11501

TO: Robert Cleary
Chief Procurement Officer
Purchasing and Contracts

FROM: Chris Nolan
Senior Deputy Director
Office of Management and Budget

DATE: June 04, 2026

SUBJECT: Delay Memo - Insurance Broker of Record - Arthur J Gallagher

---

The Office of Management and Budget initiated the solicitation earlier this year and established a schedule within the Request for Proposals that would have avoided any gap in the subject services. However, after consultation with the Procurement Compliance Office, the committee had to re-evaluate all of the proposals after it had initially excluded two of the six respondents for lack of a notarized Appendix L.

E-83-26 ADDITIONAL INFORMATION

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 15 A 11:29

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

ANDREW PERSICH
BUDGET DIRECTOR

OFFICE OF MANAGEMENT AND BUDGET
1 West Street
Mineola, NY 11501

TO: Robert Cleary
Chief Procurement Officer
Purchasing and Contracts

FROM: Chris Nolan
Senior Deputy Director
Office of Management and Budget

DATE: June 16, 2026

SUBJECT: Responsibility Determination – Arthur J. Gallagher Risk Management

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The Office of Inspector General presented adverse information pertaining to Arthur J. Gallagher & Co. and its subsidiaries, collectively referred to as AJG or Gallagher. Arthur J. Gallagher Risk Management Services Inc. is one of those subsidiaries.

In their RFP response, AJG acknowledged that they may be involved in multiple regulatory actions, investigations or lawsuits which is not uncommon with any business. However, they noted that Gallagher has not been subject to any reprimands, censures or suspensions by any state or local licensing agencies for ethics infractions that would impact their ability to serve as an insurance broker.

The adverse information presented involved three issues: a religious and disability discrimination lawsuit filed by the U.S. Equal Employment Opportunity Commission (EEOC) in U.S. District Court for the District of Colorado; an allegation that involved two workers' compensation attorneys and an AJG subsidiary, Gallagher Bassett Services, Inc. in Wisconsin; and an outstanding New York State Tax Warrant valued at just under $2,500.

AJG has provided satisfactory responses to all three issues (attached). Considering their responses and given their satisfactory work performance with Nassau County and their continued work with other units of local government, we believe Arthur J. Gallagher to be a responsible vendor. As additional pertinent information, AJG has an arrangement with NYS OGS to procure insurance for State authorities and a contract with Sourcewell,a national purchasing cooperative.

Nolan, Christopher L

From: John Dina <John_Dina@AJG.com>
Sent: Monday, June 15, 2026 10:46 AM
To: Nolan, Christopher L
Cc: Phil Westerman; Reddy, Renee
Subject: RE: E-83-26; Arthur J. Gallagher Risk Management Services LLC Findings

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Chris & Renee, see below:

1. ***The EEOC matter involved Gallagher Benefit Services, Inc. (GBS), an affiliate of Arthur J. Gallagher Risk Management Services, LLC (GGB). GBS is an entirely separate business unit with its own separate management from GGB. GGB was not involved or implicated in the matter. GBS complied with the Consent Decree, and the matter was extinguished as of December 2022. Arthur J. Gallagher & Co. has vigorous EEO training, reporting and investigation procedures in place.***

2. ***United States of America v. Alex E. Eichhorn et. al.,: On April 23, 2025, the Department of Justice ("DOJ") sued attorneys representing a workers' compensation claimant and that claimant's former employer, as well as the claims administrator, Gallagher Bassett Services, Inc. ("GB"). The DOJ alleged that the defendants conspired to avoid paying a Veteran's Administration lien for medical care provided to the claimant in violation of the False Claims Act. The suit was filed in the Eastern District of Wisconsin. GB contested DOJ's inclusion of GB as a party and defended its conduct as appropriate. All parties have entered into a settlement agreement and release, and the matter is resolved. Defendants did not admit liability with respect to the allegations. GB did not contribute to the settlement. In conjunction with this litigation, GB conducted a review and refined its procedures for handling VA liens.***

3. ***Gallagher's tax department has reached out to New York officials to investigate the matter further. Gallagher will take responsibility for any corrective actions should it be determined that it has outstanding tax liabilities with the State of New York.***

John

John R. Dina
Area Senior Vice President
Regional Director - Gallagher Public Sector & K-12 Education
CA License No. 0D69293

Gallagher

Insurance | Risk Management | Consulting

Gallagher One Jericho Plaza, Suite 200, Jericho, New York 11753
D: (516) 622 2417 | M: (516) 639 0939

Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☒ **Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the fiscal year ended December 31, 2025

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from_____to

Commission file number 1-09761

ARTHUR J. GALLAGHER & CO.

(Exact name of registrant as specified in its charter)

Delaware	**36-2151613**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**
2850 Golf Road **Rolling Meadows, Illinois**	**60008-4050**
(Address of principal executive offices)	**(Zip Code)**

(630) 773-3800
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $1.00 per share	AJG	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐.

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 726(b)) by the registered public accounting firm that prepared or issued its audit report Yes ☒ No ☐.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒.

The aggregate market value of the voting common equity held by non-affiliates of the registrant, computed by reference to the last reported price at which the registrant's common equity was sold on June 30, 2025 (the last day of the registrant's most recently completed second quarter) was $71,117 million.

The number of outstanding shares of the registrant's Common Stock, $1.00 par value, as of January 31, 2026 was 257.1 million.

Documents incorporated by reference: Portions of Arthur J. Gallagher & Co.'s definitive 2026 Proxy Statement are incorporated by reference into this Form 10-K in response to Part III to the extent described herein.

Information Concerning Forward-Looking Statements

This report contains certain statements related to future results, or states our intentions, beliefs and expectations or predictions for the future of Arthur J. Gallagher & Co. and its subsidiaries, collectively referred to herein as we, our, us, Gallagher or the Company, which are forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements relate to expectations or forecasts of future events. Such statements use words such as "anticipate," "believe," "estimate," "expect," "contemplate," "forecast," "project," "intend," "plan," "potential," and other similar terms, and future or conditional tense verbs like "could," "may," "might," "see," "should," "will" and "would." You can also identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. For example, we may use forward-looking statements when addressing topics such as: the impact of general economic conditions, including inflation, interest rates and market uncertainty; the effects of geopolitical volatility, including repercussions from the armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean; market and industry conditions, including competitive and pricing trends and the impact of large natural events; acquisition strategy including the expected size of our acquisition program; the expected impact of acquisitions and dispositions and integrating recent acquisitions, including comments regarding the expected benefits of our acquisition of Woodruff-Sawyer & Co. (which we refer to as Woodruff Sawyer) and Dolphin TopCo, Inc., the holding company of AssuredPartners, Inc. (which we refer to as AssuredPartners), and other acquisitions larger than our typical tuck-in acquisitions and the expected duration and costs of integrating such large acquisitions; the development and performance of our services and products; changes in the composition or level of our revenues or earnings; our cost structure and the size and outcome of cost-saving or restructuring initiatives; future capital expenditures; future debt levels and anticipated actions to be taken in connection with maturing debt; future debt to earnings ratios; the outcome of contingencies; dividend policy; pension obligations; cash flow and liquidity; capital structure and financial losses; future actions by regulators; the outcome of existing regulatory actions, audits, reviews or litigation; the impact of changes in accounting rules; financial markets; interest rates; foreign exchange rates; matters relating to our operations; income taxes; expectations regarding our investments; human capital management, including diversity and inclusion initiatives, and sustainability, including climate-resilience and climate-advisory products and services and our carbon emissions. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from either historical or anticipated results depending on a variety of factors.

Potential factors that could impact results include:

- Global economic and geopolitical events, such as fluctuations in interest and inflation rates; geo-economic fragmentation and protectionism such as tariffs, trade wars or similar governmental actions affecting the flows of goods, services or currency; a recession or economic downturn; a U.S. government shutdown; political violence and instability, including as a result of the armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean;
- Economic conditions that result in financial difficulties for underwriting enterprises or lead to reduced risk-taking capital capacity, for example, as a result of large payouts related to extreme weather events, or to the failure of such enterprises, including the increased risk of errors and omissions (which we refer to as E&O) claims against us;
- Risks that could negatively affect the success of our acquisition strategy, including the impact of economic uncertainty on our ability to source, review and price acquisitions, continuing consolidation in our industry and interest in acquiring insurance brokers on the part of private equity firms and newly public insurance brokers, which makes it more difficult to identify targets and in some cases makes them more expensive, inaccurate assumptions and failure to realize expected benefits; the risk that we may not receive timely regulatory approval of pending transactions, closing risks; execution risks, integration risks, poor cultural fit, the risk of post-acquisition deterioration leading to intangible asset impairment charges, and the risk we could incur or assume unanticipated liabilities such as cybersecurity issues or violations of anti-corruption and sanctions laws;
- Risks related to Woodruff Sawyer, AssuredPartners and other acquisitions larger than our usual tuck-in acquisitions, including risks related to our ability to successfully integrate operations, the possibility that our assumptions may be inaccurate resulting in unforeseen obligations or liabilities and failure to realize the expected benefits of these acquisitions;
- Damage to our reputation, including as a result of failing to uphold our culture and the potential for the Internet and social media to magnify the effects of such reputational issues;

- Failure to meet our sustainability aspirations, goals and initiatives or to comply with increasingly complex climate-related and other sustainability regulations, heightened scrutiny, including a growing backlash against sustainability initiatives, and increased risks related to "greenwashing" and "greenhushing;"
- Failure to apply technology, data analytics and artificial intelligence (which we refer to as AI) effectively in driving value for our clients through technology-based solutions, or failure to gain internal efficiencies and effective internal controls through the application of technology and related tools;
- Risks associated with the use of AI in our business operations, including regulatory, data privacy, cybersecurity, E&O, intellectual property and competition risks;
- Failure to attract and retain experienced and qualified talent, including our senior management team, or adequately plan and execute for the succession of such leaders; increased costs resulting from increased compensation and benefits packages as a result of a tighter labor market, and negative effects from restrictions on non-compete agreements at the state level;
- A disaster or other significant disruption to business continuity for our own operations or those of third-parties on which we rely, including cybersecurity incidents; natural disasters; political violence and unrest in the U.S. or elsewhere around the world; for example, our substantial operations in India could be negatively impacted as a result of the dispute between India and Pakistan involving the Kashmir region, rising tensions between India and China, or incidents of terrorism in India, civil unrest or other reasons;
- Sustained increases in the cost of employee benefits and compensation expense;
- Risks arising from our international operations and changes in international conditions, including the risks posed by political and economic uncertainty in certain countries (including repercussions from the armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean), maintaining regulatory and legal compliance across multiple jurisdictions (such as those relating to violations of anti-corruption, sanctions, and privacy laws, increasingly complex regulatory requirements related to climate change and sustainability issues); increased protectionism, tariffs, and trade wars, climate change and other long-term sustainability matters, increased scrutiny of the use of off-shore centers of excellence such as those we operate and global health risks;
- Risks related to changes in U.S. or foreign tax laws, including a U.S. or foreign tax rate change, such as those resulting from the One Big Beautiful Bill Act (which we refer to as OBBBA), changes to the U.S. Inflation Reduction Act, the Organisation for Economic Co-operation and Development's (which we refer to as the OECD) global minimum corporate tax regime, and other local policy changes;
- Competitive pressures, including as a result of innovation, in each of our businesses;
- Volatility or declines in premiums or other adverse trends in the insurance industry;
- The higher level of variability inherent in contingent and supplemental revenues versus standard commission revenues;
- Risks particular to our benefit consulting operations, including risks related to the acquisition of BCHR Holdings, L.P. and its subsidiaries, dba Buck (which we refer to as Buck) and Redington Ltd. (which we refer to as Redington), an investment consulting firm regulated by the Financial Conduct Authority (which we refer to as the FCA);
- Risks particular to our third-party claims administrations operations, including risks related to the availability of RISX-FACS®, our proprietary risk management information system, wage inflation, staffing shortages, any slowing of the trend toward outsourcing claims administration, and the concentration of large amounts of revenue with certain clients;
- Climate risks, including the risk of a systemic economic crisis and disruptions to our business caused by the transition to a low-carbon economy;

- Cyber-attacks or other cybersecurity incidents and the heightened risk of such attacks as a result of the armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean, improper disclosure of confidential, personal or proprietary data and changes to laws and regulations governing cybersecurity and data privacy;
- Unfavorable determinations related to contingencies and legal proceedings, including; violations or alleged violations of the U.S. Foreign Corrupt Practices Act (which we refer to as FCPA), the U.K. Bribery Act 2010 or other anti-corruption laws and the Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act, and the outcome of any existing or future investigation, review, regulatory action or litigation;
- Failure to comply with regulatory requirements, including those related to governance and control requirements in particular jurisdictions, international sanctions, including new sanctions laws as a result of the armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean; laws relating to the disclosure of sustainability matters; laws relating to the use of AI, or a change in regulations or enforcement policies that adversely affects our operations (for example, relating to insurance broker compensation methods or restrictions on non-compete agreements);
- Changes to our financial presentation from new accounting estimates and assumptions;
- Intellectual property risks;
- Risks related to our legacy clean energy investments, including intellectual property claims, environmental and product liability claims, environmental compliance costs and the risk of disallowance by the Internal Revenue Service of previously claimed tax credits;
- The risk that our outstanding debt adversely affects our financial flexibility and restrictions and limitations in the agreements and instruments governing our debt;
- The risk of credit rating downgrades;
- The risk that we may not be able to receive dividends or other distributions from our subsidiaries, including the effects of significant changes in foreign exchange rates;
- The risk of share ownership dilution when we issue common stock; and
- Volatility of the price of our common stock.

Forward-looking statements are not guarantees of future performance. They involve risks, uncertainties and assumptions, including the risk factors referred to above. Our future performance and actual results or outcomes may differ materially from those expressed in forward-looking statements. Accordingly, you should not place undue reliance on forward-looking statements, which speak only as of, and are based on information available to us on, the date of the applicable document. Many of the factors that will determine these results are beyond our ability to control or predict. All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Forward-looking statements speak only as of the date that they are made, and we do not undertake any obligation to update any such statements or release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date of this report or to reflect new information, future or unexpected events or otherwise, except as required by applicable law or regulation. In addition, historical, current and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future.

A detailed discussion of the factors that could cause actual results to differ materially from our published expectations is contained under the heading "Risk Factors" in our filings with the Securities and Exchange Commission (SEC), including this report and any other reports we file with the SEC in the future.

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For the Fiscal Year Ended December 31, 2025
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Part I

Item 1. Business.

Overview

Arthur J. Gallagher & Co. and its subsidiaries, collectively referred to herein as we, our, us or Gallagher, are engaged in providing insurance brokerage, reinsurance brokerage, consulting, and third-party property/casualty claims settlement and administration services to entities and individuals around the world. We believe that our major strength is our ability to deliver comprehensively structured insurance, reinsurance and risk management solutions, superior claim outcomes and comprehensive consulting services to our clients.

Our brokerage segment operations provide brokerage and consulting services to entities of all types, including commercial, nonprofit, public sector entities, insurance companies and insurance capital providers, and to a lesser extent, individuals, in the areas of insurance and reinsurance placements, risk of loss management, and management of employer sponsored benefit programs. Our risk management segment operations provide contract claim settlement, claim administration, loss control services and risk management consulting for commercial, nonprofit, captive and public sector entities, and various other organizations that choose to self-insure property/casualty coverages or choose to use a third-party claims management organization rather than the claim services provided by an underwriting enterprise.

We do not assume underwriting risk on a net basis, other than with respect to de minimis amounts necessary to provide minimum or regulatory capital to organize captives, pools, specialized underwriters or risk-retention groups. Rather, capital necessary for covering events of loss is provided by "underwriting enterprises," which we define as insurance companies, reinsurance companies and various other risk-taking entities, including intermediaries of underwriting enterprises, that we do not own or control.

Since our founding in 1927, we have grown from a one-person insurance agency to the world's third largest insurance broker/risk manager based on revenues according to *Business Insurance* magazine's June/July 2025 edition, and one of the world's largest property/casualty third party claims administrators, according to *Business Insurance* magazine's April/May 2025 edition.

We report our results in three segments: brokerage, risk management and corporate. The brokerage and risk management segments contributed approximately 87% and 13%, respectively, to 2025 revenues. We generate approximately 67% of our revenues from the combined brokerage and risk management segments in the U.S., with the remaining 33% generated internationally, primarily in Australia, Canada, New Zealand and the U.K. The corporate segment did not generate any significant revenues in 2025.

Shares of our common stock are traded on the New York Stock Exchange under the symbol "AJG", and we had a market capitalization at December 31, 2025 of approximately $67 billion. Information in this report is as of December 31, 2025 unless otherwise noted. We were reincorporated as a Delaware corporation in 1972. Our executive offices are located at 2850 Golf Road, Rolling Meadows, Illinois 60008-4050, and our telephone number is (630) 773-3800.

Operating Segments

We report our results in three segments: brokerage, risk management and corporate. The major sources of our operating revenues are commissions, fees, supplemental and contingent revenues and interest income, premium finance and other income from our brokerage operation, and fees, including performance-based fees, from our risk management operations. The corporate segment does not generate any significant revenues.

Our business, particularly our brokerage business, is subject to seasonal fluctuations. Commissions, fees, supplemental revenues and contingent revenues, and our costs to obtain and fulfill the service obligations to our clients, can vary from quarter to quarter as a result of the timing of contract-effective dates. On the other hand, salaries and employee benefits, rent, depreciation and amortization expenses generally tend to be more uniform throughout the year. The timing of acquisitions, recognition of books of business gains and losses also impact the trends in our quarterly operating results.

Brokerage Segment

The brokerage segment accounted for 87% of our revenues in 2025. Our brokerage segment operates through a network of more than 650 sales and service offices located throughout the U.S. and approximately 400 sales and service offices in

approximately 60 countries, most of which are in the Australia, Canada, New Zealand and the U.K. Most of these offices are fully staffed with sales and service personnel. We offer client service capabilities in approximately 130 countries around the world through our direct operations as well as through a network of correspondent brokers and consultants.

Domestic Retail Insurance Brokerage Operations

Our retail insurance brokerage operations accounted for 75% of our brokerage segment revenues in 2025. Our retail brokerage operations place nearly all lines of commercial property/casualty and health and welfare insurance coverage. Significant lines of insurance coverage and consultant capabilities are as follows:

Aviation	Disability	General Liability	Products Liability
Casualty	Earthquake	Health & Welfare	Professional Liability
Claims Advocacy	Errors & Omissions	Healthcare Analytics	Property
Commercial Auto	Exchange Solutions	Human Resources	Retirement
Compensation	Executive Benefits	Institutional Investment	Surety Bond
Cyber Liability	Fiduciary Services	Loss Control	Voluntary Benefits
Dental	Fine Arts	Marine	Wind
Directors & Officers Liability	Fire	Medical	Workers' Compensation

Our retail brokerage operations are organized and operate within certain key niche/practice groups, which account for approximately 74% of our retail brokerage revenues. These specialized teams target areas of business and/or industries in which we have developed a depth of expertise and a large client base. Significant niche/practice groups we serve are as follows:

Affinity	Equity Advisors	Life Sciences	Real Estate/Hospitality
Automotive	Financial Institutions	Manufacturing	Religious
Aviation	Food/Agribusiness	Marine	Restaurant
Construction	Global Risks	Nonprofit	Retail and Services
Energy	Healthcare	Personal	Technology & Communications
Entertainment	Higher/K12 Education	Private Client	Trade Credit/Political Risk
Environmental	Law Firms	Public Sector	Transportation

Our specialized focus on these niche/practice groups allows for highly-focused marketing efforts and facilitates the development of value-added products and services specific to those industries. We believe that our detailed understanding and broad client contacts within these niche/practice groups provide us with a competitive advantage.

We anticipate that our retail brokerage operations' greatest revenue growth over the next several years will continue to come from:

- Our niche/practice groups and middle-market accounts;
- Cross-selling other brokerage products to existing clients;
- Mergers and acquisitions; and
- Developing and managing alternative market mechanisms such as captives, rent-a-captives and deductible plans/self-insurance.

International and Other Brokerage Related Operations

We operate as a retail commercial property and casualty broker throughout 47 locations in Australia, 40 locations in Canada and 37 locations in New Zealand. In the U.K., we operate as a retail broker from approximately 128 locations. We also have specialty, wholesale, underwriting and reinsurance intermediary operations in London for clients to access Lloyd's of London and other international underwriting enterprises, and a program operation offering customized risk

management products and services to U.K. public entities. See the discussion below regarding our "Global Reinsurance Brokerage Operations."

In Bermuda, we act principally as a wholesale broker for clients looking to access Bermuda-based underwriting enterprises and we also provide management and administrative services for captive insurance entities.

We also have strategic brokerage alliances with a variety of independent brokers in countries where we do not have a local office presence. Between our direct operations and this global network of correspondent insurance brokers and consultants, we are able to serve our clients' coverage and service needs in approximately 130 countries around the world.

Global Reinsurance Brokerage Operations

Our reinsurance brokerage operations (which we refer to as Gallagher Re) accounted for 12% of our brokerage segment revenues in 2025. Gallagher Re operates from more than 77 offices across 27 countries, with specialist expertise, underpinned by a portfolio of analytics capabilities including catastrophe modeling, dynamic financial analysis, rating agency analysis and capital modeling. Our reinsurance brokers assist underwriting enterprises, such as insurance companies and managing general underwriters, to secure protection or reinsurance from another insurance company for a specific risk or class of risks, including negotiating rates and terms and while sourcing the best-suited contracts available on the market. Additionally, through Gallagher Securities, Gallagher Re provides capital markets services, including acting as underwriter, with respect to insurance-linked securities, weather derivatives, capital raising and selected merger and acquisition advisory activities. We anticipate growing Gallagher Re by increasing the number of underwriting enterprise clients, deepening our relationships with current underwriting enterprise clients, developing new products, further building out our facultative capabilities, and through mergers and acquisitions.

Wholesale Insurance Brokerage Operations

Our wholesale insurance brokerage operations accounted for 13% of our brokerage segment revenues in 2025. Our wholesale brokers assist our retail brokers and other non-affiliated brokers in the placement of specialized and hard-to-place insurance. These brokers operate through approximately 149 offices primarily located across the U.S., Bermuda and through our approved Lloyd's of London brokerage operation. More than 75% of our wholesale brokerage revenues comes from non-affiliated brokerage clients.

In certain cases we act as a brokerage wholesaler, and in other cases we act as a managing general agent or managing general underwriter, distributing specialized insurance coverages for underwriting enterprises. Managing general agents and managing general underwriters are agents authorized by an underwriting enterprise to manage all or a part of its business in a specific geographic territory. Activities they perform on behalf of the underwriting enterprise may include marketing, underwriting (although we do not assume any underwriting risk), issuing policies, collecting premiums, appointing and supervising other agents, paying claims and negotiating reinsurance.

We believe our growth prospects for our wholesale brokerage operations depend on increasing the number of broker-clients, developing new managing general agency and underwriter programs, and through mergers and acquisitions.

Captive Underwriting Enterprises

We have ownership interests in several underwriting enterprises based in the U.S., Bermuda, Gibraltar, Guernsey and Isle of Man that primarily operate segregated account "rent-a-captive" facilities. These "rent-a-captive" facilities enable our clients to receive the benefits of participating in a captive underwriting enterprise without incurring certain disadvantages of ownership. In Malta and Ireland, we act as managers of underwriting enterprises.

We also have a wholly owned underwriting enterprise subsidiary based in the U.S. that cedes all of its insurance risk of loss to reinsurers or captives under facultative and quota-share treaty reinsurance agreements.

Risk Management Segment

Our risk management segment accounted for 13% of our revenues in 2025. Approximately 59% of our risk management segment's revenues are from workers' compensation-related claims, 34% are from general and commercial auto liability-related claims and 7% are from property-related claims in 2025.

Risk management services are primarily marketed on an independent basis from our brokerage operations, to Fortune 1000 companies, larger middle-market companies, nonprofit organizations, public sector entities, and underwriting enterprises, such as insurance carriers and captives. We manage our third party claims adjusting operations through a network of more than 40 offices located throughout Australia, Canada, New Zealand, the U.K. and the U.S. Most of these offices are fully staffed with claims adjusters and other service personnel. Our adjusters and service personnel act solely on behalf and under the instruction of our clients.

While this segment complements our brokerage offerings, approximately 95% of our risk management segment's revenues come from clients not affiliated with our brokerage operations, such as underwriting enterprises and clients of other insurance brokers.

We expect that the risk management segment's most significant growth prospects through the next several years will come from:

- Program business and the outsourcing of portions of underwriting enterprise claims departments;
- Increased levels of business with Fortune 1000 companies;
- Larger middle-market companies and captives; and
- Mergers and acquisitions.

Corporate Segment

The corporate segment reports the financial information related to our debt, external acquisition-related expenses, other corporate costs, the impact of foreign currency remeasurement and clean energy investments. As a result, the timing of acquisitions impact the trends in our quarterly operating results.

Competition

Brokerage Segment

The insurance and reinsurance brokerage and consulting businesses are highly competitive and there are many organizations and individuals throughout the world who actively compete with us in every area of our business. Additionally, we also face competition from insurance and reinsurance carriers that market, distribute and service a portion of their products directly, and in some cases from banks, consulting and accounting firms, and technology companies that can provide alternative risk management products or services.

We believe that the primary factors determining our competitive position with other organizations in our industry are the quality of the services we offer, the personalized attention we provide, the individual and corporate expertise providing the actual service to the client, the data analytics and technology capabilities we have built, the overall cost efficiencies we create for our clients, and our ability to address client needs across the insurance value chain by leveraging our capabilities in insurance, reinsurance, alternative risk transfer, management and administrative services, benefits consulting and claims management. We provide sophisticated data analysis and other data and benchmarking insights through a product offering we refer to as Gallagher Drive to help our clients make insurance decisions. Through our SmartMarket platform, we also provide insurance carriers with individualized preference setting and risk identification capabilities, as well as performance data and metrics. We believe these capabilities provide a growing competitive advantage with respect to many of the smaller organizations with which we compete.

Risk Management Segment

Our risk management business competes with a number of companies varying in size and scope, including global independent third party claims administrators, regional third party claims administrators, insurance owned claims administrators and legal firms in certain jurisdictions. We believe that the primary factors determining our competitive position are our ability to deliver better outcomes, reputation for outstanding service, cost-efficient service, our data analytics capabilities and financial strength.

Business Combinations

We completed approximately 780 acquisitions from January 1, 2002 through December 31, 2025. The majority of these acquisitions have been smaller regional or local brokerages, agencies, or employee benefit consulting operations with a middle or small client focus and/or significant expertise in one of our niche/practice groups. The total purchase price for individual acquisitions has typically ranged from $1 million to $100 million. During 2025, we also completed several acquisitions that were larger than our usual tuck-in acquisitions, namely the acquisitions of Woodruff Sawyer and AssuredPartners, within our brokerage segment.

Through these acquisitions, we seek to expand our talent pool, enhance our geographic presence and service capabilities, or further diversify our business mix. We also focus on identifying:

- A corporate culture that matches our sales-oriented and ethics-based culture;
- A profitable, growing business whose ability to compete would be enhanced by gaining access to our greater resources; and
- Clearly defined financial criteria.

See Note 3 to our 2025 consolidated financial statements for a summary of our 2025 acquisitions, the amount and form of the consideration paid and the dates of acquisitions.

Clients

Our client base is highly diversified and includes commercial, industrial, public sector, religious and nonprofit entities, as well as underwriting enterprises in our reinsurance operations and risk management segment. In 2025, our largest single client represented approximately 1% and our ten largest clients together represented approximately 3%, respectively, of our combined brokerage and risk management segment revenues.

Human Capital

As of December 31, 2025, we had approximately 72,000 employees, with approximately 47% in the U.S. and 53% outside of the U.S. Approximately 77% of our employees work in our brokerage segment and 15% in our risk management segment. Our remaining employees work in our corporate segment, primarily at our headquarters and at Gallagher Centers of Excellence in India. In 2025, our total compensation expense was $6,660 million for the brokerage segment and $974 million for the risk management segment, representing 55% and 61%, respectively, of brokerage and risk management segment revenues. Additional information regarding compensation expense, both on a reported and an adjusted basis can be found elsewhere in this report under Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Talent Development and Retention

While many of our new employees come to us through mergers and acquisitions and traditional hiring, "growing our own" has long been a key part of our human capital strategy. The Gallagher North American Sales Internship Program has been a key part of our talent development strategy for 60 years. During that time, our program has grown globally and we employed approximately 500 interns in the summer of 2025. We provide our interns with professional development and on-the-job sales training that gives them the opportunity to cultivate expertise and accelerate their full-time sales career growth.

We invest in our employees and aim to offer competitive compensation and benefits packages. We acknowledge the changing work landscape and promote hybrid work arrangements, aiming to provide our employees with flexibility and work-life balance. Further, we conduct periodic global engagement surveys that have had increasingly strong participation and positive results. We aim to foster an environment that values and leverages the talents, perspectives and ideas of all employees so they can reach their fullest potential. As of December 31, 2025, approximately 58% of our employees were women, including 50% of managers and 39% of producers. In the U.S., approximately 26% of our employees were racially/ethnically diverse, including 18% of managers and 20% of producers.

Employee Learning and Development

We have programs around the world that offer learning and development opportunities to our employees. For example, the Achieve and Gallagher Career Associate Programs are career development programs available in North America that combine formal training, with experiential learning to provide participants the knowledge needed to be successful

as client service and sales professionals, respectively. Similarly, we offer development programs outside the U.S., for example in Australia, Canada, India, New Zealand and the U.K. In addition, we provide on-demand access to over 35,000 globally accessible business skills training modules across 18 languages.

Regulation

Many of our activities throughout the world, such as our insurance brokerage, securities broker-dealer and investment advisory services, are subject to supervision and regulations promulgated by regulatory or self-regulatory bodies such as the SEC, the NYSE, the U.S. Department of Justice (which we refer to as the DOJ), the IRS, the Federal Trade Commission (which we refer to as the FTC) the Financial Industry Regulatory Authority (which we refer to as the FINRA) and the Financial Crimes Enforcement Network in the U.S., the Financial Conduct Authority in the U.K. (which we refer to as the FCA) in the U.K., the Australian Securities and Investments Commission in Australia and insurance regulators in nearly every jurisdiction in which we operate. Our retirement-related consulting and investment advisory services are subject to pension law and financial regulation in many countries. Our activities are also subject to a variety of other laws, rules and regulations addressing, licensing, cybersecurity, data privacy, AI, wage-and-hour standards, employment and labor relations, competition, anti-corruption, currency, the conduct of business, reserves and the amount of local investment with respect to our operations in certain countries. For example, the DOJ updated its guidance on corporate compliance programs to include AI risk management.

The global nature of our operations increases the complexity and cost of compliance with laws and regulations, including increased staffing needs, the development of new policies, procedures and internal controls and providing training to employees in multiple locations, adding to our cost of doing business. Many of these laws and regulations may have differing or conflicting legal standards across jurisdictions, increasing further the complexity and cost of compliance. We experience substantial geopolitical and regulatory changes on a real-time basis, which may lead to uncertainty and increase the complexity, difficulty, and cost of compliance. In emerging markets and other jurisdictions with less developed legal systems, local laws and regulations may not be established with sufficiently clear and reliable guidance to provide us with adequate assurance that we are aware of all necessary licenses to operate our business, that we are operating our business in a compliant manner, or that our rights are otherwise protected. In addition, major political and legal developments in jurisdictions in which we do business may lead to new regulatory costs and challenges. For example, China has in place a "blocking" statute similar to that of the European Union (which we refer to as the E.U.) requiring compliance with certain Chinese laws if they conflict with U.S. laws. Rising global tensions and protectionism may also lead other countries to adopt similar blocking statutes, which could make it more difficult and costly for us to expand our operations globally.

In addition, climate change and sustainability issues remain a significant focus for investors, clients and other business partners, while regulatory approaches across jurisdictions continue to vary widely. Some jurisdictions, such as the U.K, Australia and the State of California, are intensifying regulation and enforcement with respect to climate-related disclosures, where others are moving towards deregulation – for example, at the U.S. federal level the SEC abandoned the defense of the climate-related disclosures rule and the E.U. approved the Omnibus I directive that reduced significantly the entities subject to, and the requirements of, the Corporate Sustainability Reporting Directive (which we refer to as CSRD) and the Corporate Sustainability Due Diligence Directive (which we refer to as CSDDD). Navigating these inconsistent and evolving rules may demand substantial effort and resources.

Available Information

Our executive offices are located at 2850 Golf Road, Rolling Meadows, Illinois 60008-4050, and our telephone number is (630) 773-3800. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, are available free of charge on our website at http://investor.ajg.com/sec-filings as soon as reasonably practicable after electronically filing or furnishing such material to the SEC. The SEC also maintains a website (www.sec.gov) that includes our reports, proxy statements and other information. Unless expressly noted, the information on our website, including our investor relations website, or any other website is not incorporated by reference in this Form 10-K and should not be considered part of this Form 10-K or any other filing we make with the SEC.

Item 1A. Risk Factors.

Risk Factor Summary

Risks Relating to our Business Generally

- Global economic and geopolitical events, such as fluctuations in interest and inflation rates; geo-economic fragmentation and protectionism; a recession or economic downturn; a U.S. government shutdown or political violence; and instability, including as a result of armed conflicts in Ukraine, the Middle East, Latin America and the Caribbean could adversely affect our results of operations and financial condition.
- Economic conditions that result in financial difficulties for underwriting enterprises or lead to reduced risk-taking capital capacity could adversely affect our results of operations and financial condition.
- We have historically acquired large numbers of insurance brokers, benefit consulting firms and, to a lesser extent, third party claims administration and risk management firms. We may not be able to continue such an acquisition strategy in the future and there are risks associated with such acquisitions, which could adversely affect our growth and results of operations.
- Damage to our reputation and culture could have a material adverse effect on our business.
- Our sustainability aspirations, goals and initiatives, and our public statements and disclosures regarding them, expose us to numerous risks.
- If we are unable to apply technology, data analytics and AI effectively in driving value for our clients through technology-based solutions or gain internal efficiencies and effective internal controls through the application of technology and related tools, our operating results, client relationships, organic and inorganic growth and compliance programs could be adversely affected.
- We are subject to risks associated with AI.
- Our success depends, in part, on our ability to attract and retain qualified talent, including our senior management team.
- Business disruptions could have a material adverse effect on our operations, damage our reputation and impact client relationships.
- Our business or reputation could be harmed by our reliance on third-party providers.
- Sustained increases in compensation expense and the cost of employee benefits could reduce our profitability.
- Our substantial operations outside the U.S. expose us to risks different than those we face in the U.S.
- Changes in tax laws could adversely affect us.
- We face significant competitive pressures in each of our businesses.
- Volatility or declines in premiums or other adverse trends in the insurance industry may seriously undermine our profitability.
- Contingent and supplemental revenues we receive from underwriting enterprises are less predictable than standard commission revenues, and any decrease in the amount of these forms of revenue could adversely affect our results of operations.
- We face a variety of risks in our benefit consulting operations distinct from those we face in our insurance brokerage operations.
- We face a variety of risks in our third-party claims administration operations that are distinct from those we face in our brokerage and benefit consulting operations.

Regulatory, Legal and Accounting Risks

- Improper disclosure of confidential, personal or proprietary information and cybersecurity attacks or other security breach of our information systems, or those of third-party vendors we rely on, could result in regulatory scrutiny, legal liability or reputational harm, and could adversely affect our business, financial condition and reputation.
- We are subject to a number of contingencies and legal proceedings which, if determined unfavorably to us, would adversely affect our financial results.
- Changes in data privacy and protection laws and regulations, or any failure to comply with such laws and regulations, could adversely affect our business and financial results.
- We could be adversely affected by violations or alleged violations of laws that impose requirements for the conduct of our overseas operations, including the FCPA, the U.K. Bribery Act or other anti-corruption laws, sanctions laws, and FATCA.
- We are subject to regulation worldwide. If we fail to comply with regulatory requirements or if regulations change in a way that adversely affects our operations, we may not be able to conduct our business, or we may be less profitable.
- Changes in our accounting estimates and assumptions could negatively affect our financial position and operating results.
- Limited protection of our intellectual property could harm our business and our ability to compete effectively, and we face the risk that our services or products may infringe upon the intellectual property rights of others.

Risks Relating to our Investments, Debt and Common Stock

- Our clean energy investments are subject to various risks and uncertainties.
- The IRC Section 45 operations in which we have invested and the by-products from such operations may result in environmental and product liability claims and environmental compliance costs.
- We have debt outstanding that could adversely affect our financial flexibility and subjects us to restrictions and limitations that could significantly impact our ability to operate our business.
- Credit rating downgrades would increase our financing costs and could subject us to operational risk.
- We are a holding company and, therefore, may not be able to receive dividends or other distributions in needed amounts from our subsidiaries.
- Future sales or other dilution of our equity could adversely affect the market price of our common stock.

Risks Relating to our Business Generally

Global economic conditions and geopolitical events may impact the countries, regions or industries in which we operate and adversely affect our business results of operations and financial condition.

Global economic and geopolitical events, including fluctuations in interest, inflation and exchange rates, geo-economic fragmentation and protectionism resulting in greater restrictions on international trade and market uncertainty, tariffs, trade wars and other governmental actions affecting the flow of goods, services or currency, military actions and war, including between Russia and Ukraine, the Middle East, Latin America and the Caribbean, political crises like U.S. governmental shutdowns, and political violence and instability worldwide could also weigh negatively on the economy.

A recession or decline in economic activity, for these and any other reasons, could adversely impact us in future periods. For example, our clients might reduce the amount of insurance coverage, reinsurance coverage, consulting services or claims administration services they purchase due to reductions in headcount, payroll, or replacement and asset values, among other factors. Whether these reductions are caused by an overall economic downturn or declines in certain countries, regions and industries in which we operate, our commission and fee revenues, consulting revenues, or revenues

from managing third-party insurance claims could be adversely impacted. Some of our clients may also experience liquidity problems or other financial difficulties due to tightening credit markets or lower levels of economic activity. If our clients file for bankruptcy, liquidate their operations, consolidate or are generally unable to meet their obligations, our revenues, ability to collect receivables and liquidity could be adversely impacted, which could have an adverse effect on our results of operations and financial condition.

While lower interest rates benefit us by reducing our cost of borrowing, they also reduce investment earnings on our cash, revenue from our premium financing operations and short-term investments of fiduciary and operating funds. In addition, lower levels of inflation may reduce our revenue growth by slowing the increase in insurable asset values.

Uncertain economic conditions have created volatility in the U.S. and other markets where we operate. A rise in the cost of labor or cost of capital, among other things, could negatively impact our operating and general and administrative expenses. We have no or limited control over such developments. If our costs grow significantly, our margins and results of operations may be materially and adversely impacted and we may not be able to achieve our strategic and financial objectives. Further, a tightening of credit or capital markets could negatively impact our business, financial condition and liquidity, including our ability to continue to access preferred sources of liquidity when needed and under similar terms, which may increase our capital costs. We could also experience losses on holdings of cash and investments due to failures of financial institutions and other counterparties. Thus, a deterioration in macroeconomic conditions could adversely affect our business, results of operations or financial condition.

Economic conditions that result in financial difficulties for underwriting enterprises or lead to reduced risk-taking capital capacity could adversely affect our results of operations and financial condition.

We have a significant amount of receivables from certain of the underwriting enterprises with which we place insurance and reinsurance. If those companies experience liquidity problems or other financial difficulties, we could encounter delays or defaults in payments owed to us, which could have a significant adverse impact on our consolidated financial condition and results of operations. The failure of an underwriting enterprise with which we place business could result in E&O claims against us by our clients. Further, the failure of E&O underwriting enterprises could make the E&O insurance we rely upon cost prohibitive or unavailable. Underwriting enterprises are also clients of our reinsurance and third-party claims administration operations and, as such, any of the negative developments for underwriting enterprises referred to above could also reduce our commission and fee revenues from such clients. Any of these developments could adversely affect our results of operations and financial condition. In addition, if underwriting enterprises merge, fail, or withdraw from offering certain lines of coverage, for example, because of large payouts related to natural or man-made disasters, climate or weather events, or other emerging risk areas, overall risk-taking capital capacity could be negatively affected, which could reduce our ability to place certain lines of coverage, reduce demand from the insurance company clients of our reinsurance and third-party claims administration operations and, as a result, reduce our revenues and profitability.

We have historically acquired large numbers of insurance brokers, benefit consulting firms and, to a lesser extent, third party claims administration and risk management firms. We may not be able to continue such acquisition strategy in the future and there are risks associated with such acquisitions, which could adversely affect our growth and results of operations.

Our acquisition program has been an important part of our historical growth, particularly in our brokerage segment, and we believe that similar acquisition activity will be important to maintaining comparable growth in the future. Failure to successfully identify and complete acquisitions would likely result in slower growth. Continuing consolidation in our industry and a high level of interest in acquiring insurance brokers on the part of private equity firms, private equity-backed consolidators and newly public insurance brokers has, in some cases, made, and could in the future make, appropriate acquisition targets more difficult to identify and more expensive. Even if we are able to identify appropriate acquisition targets, we may not have sufficient capital to fund acquisitions, be able to execute transactions on favorable terms or integrate targets in a manner that allows us to realize the benefits we have historically experienced from acquisitions. When regulatory approval of acquisitions is required, our ability to complete acquisitions may be limited by an ongoing regulatory review or other issues with the relevant regulator. Our ability to finance and integrate acquisitions may also decrease if we complete a greater number of larger acquisitions than we have historically. See the paragraph below regarding larger acquisitions. See also Note 3 to our 2025 consolidated financial statements for information regarding the size of transactions in the reporting period.

Post-acquisition risks include poor cultural fit and risks relating to retention of personnel, retention of clients, entry into unfamiliar or complex markets or lines of business, contingencies or liabilities not covered by or in excess of escrowed or indemnified amounts (such as those arising from unlawful sales practices and violations of sanctions laws or anti-corruption laws including the FCPA and U.K. Bribery Act), risks relating to ensuring compliance with licensing and regulatory requirements, tax and accounting issues, the risk that an acquisition distracts management and personnel from our existing business, and integration difficulties relating to accounting, information technology (which we refer to as IT),

pay equity, or human resources, some or all of which could have an adverse effect on our results of operations and growth. The failure of acquisition targets to achieve anticipated revenue and earnings levels could result in goodwill impairment charges. Additionally, through our acquisitions, we may enter new lines of business or offer new services within existing lines of business. For example, our acquisitions of Woodruff Sawyer and Caytons Law added legal consulting services related to directors' and officers' liability insurance and a U.K.-based claims and legal solutions firm. These new businesses may pose additional risks or increased regulatory burden.

Integration efforts relating to larger acquisitions (including, for example, AssuredPartners, the largest acquisition in our history) are more complex, including with respect to technology systems, which may divert management's attention and resources and could adversely affect our operating results. In addition, we have made certain assumptions relating to these acquisitions that may be inaccurate, including as a result of the failure to realize expected benefits, higher than expected integration costs and unknown liabilities as well as general economic and business conditions. These assumptions relate to various matters, including projections of future revenues, non-GAAP measures, expenses and expense allocation; our ability to maintain, develop and deepen relationships with employees, including key brokers, and clients; the amount of goodwill and intangibles; our ability to realize anticipated cost savings and revenue synergies; and other unforeseen compliance, financial and strategic risks.

Damage to our reputation or culture could have a material adverse effect on our business.

Our reputation is one of our key assets. We advise our clients on and provide services related to a wide range of subjects and our ability to attract acquisition partners and attract and retain clients and employees is highly dependent upon perceptions of our expertise, level of service, ability to protect client information, trustworthiness, business practices, financial condition and other subjective qualities such as ethics, culture and values. We believe that our culture has been a critical component of our growth and success since our founding nearly 100 years ago and the failure to uphold our culture as we grow could negatively impact our reputation. Negative perceptions or publicity, including our association with clients or business partners with damaged reputations, as a result of actions taken by companies we acquire before the acquisition, as a result of marketing partnerships (for example, with a sports team or league), or from actual or alleged conduct by us or our employees, including corruption or bribery allegations or cybersecurity incidents, could damage our reputation. Negative publicity may be posted on social media or other Internet forums, whether or not true, and the speed and pervasiveness with which information can be disseminated through these channels, in particular social media, may magnify the risks noted above. Our success is also dependent on maintaining a good reputation with investors, regulators and the communities in which we operate. As we enter new jurisdictions and markets globally, negative reputational events (whether arising from regulatory matters or otherwise) may have a disproportionate impact in locations or markets where our employee and client presence is limited. Any negative publicity could potentially hinder our growth prospects in such locations or markets. Any of these matters could have a material adverse effect on our business, financial condition and results of operations. See below for additional risk factors regarding sustainability initiatives and disclosures.

Our sustainability-related aspirations, goals and initiatives, and our statements and disclosures regarding sustainability expose us to numerous risks.

Differing views and regulatory approaches regarding sustainability have made compliance with regulations, frameworks and stakeholder expectations increasingly complex and subject to risk. Our sustainability-related aspirations, goals and initiatives face scrutiny from the investment community, regulators, current and potential clients, employees, potential acquisition targets, and other stakeholders related to sustainability. This includes scrutiny regarding our goal to reach operational net zero carbon emissions (Scope 1 and Scope 2) by 2050 and our interim goal of a 50% reduction in such emissions, on a per employee basis, by 2030. We anticipate the same level of scrutiny with respect to any other goals, targets and objectives we may announce in the future, and our methodologies and timelines for pursuing them.

We could become the target of litigation, investigations or public criticism alleging that our sustainability efforts are anti-competitive, discriminatory or otherwise unlawful. For example, the State of Texas recently issued an opinion on the legality of corporate diversity, equity and inclusion (DEI) programs taking the position that such programs are potentially unlawful under certain circumstances. On the other hand, our failure or perceived failure to pursue or fulfill our sustainability-related goals, targets and objectives, to comply with ethical, social, environmental or other standards, regulations or expectations, or to satisfy various sustainability reporting standards, which vary widely across different jurisdictions, could also make us the target of litigation, investigations or public criticism. Any resulting erosion of trust and confidence could make it difficult for us to attract acquisition targets or attract and retain clients, employees or investors; result in lower sustainability ratings, exclusion of our stock from sustainability-oriented indices, and reduced demand for our stock from sustainability-focused or anti-ESG investment funds; increase our cost of borrowing; or harm our relationships with regulators and the communities in which we operate. See also "We are subject to regulation worldwide. If we fail to comply with regulatory requirements or if regulations change in a way that adversely affects our operations, we may not be able to conduct our business, or we may be less profitable."

If we are unable to apply technology and data analytics effectively in driving value for our clients through technology-based solutions or gain internal efficiencies and effective internal controls through the application of technology and related tools, our operating results, client relationships, ability to attract acquisition targets, growth and compliance programs could be adversely affected.

Our future success depends, in part, on our ability to collect and leverage data relating to our business and otherwise anticipate and respond effectively to the risks and opportunities presented by digital disruption, "big data" and data analytics, AI and other developments in technology. These may include new applications or insurance-related services based on AI (e.g., generative AI, machine learning), robotics, blockchain, or new approaches to data mining that impact the nature of how we generate revenue. We may be exposed to competitive risks related to the adoption and application of new technologies by established market participants (for example, through disintermediation) or new entrants such as technology companies, "Insurtech" start-up companies, and others. These new entrants are focused on using technology and innovation in an attempt to simplify and improve the client experience, increase efficiencies, alter business models and effect other potentially disruptive changes in the industries in which we operate. We must also develop and implement technology solutions and technical expertise among our employees that anticipate and keep pace with rapid and continuing changes in technology, industry standards, client preferences and internal control standards. We may not be successful in anticipating or responding to these developments on a timely and cost-effective basis and our ideas may not be accepted in the marketplace. Additionally, the effort to gain technological expertise, make use of data analytics, and develop new technologies in our business requires us to incur significant expenses. Investments in technology systems and data analytics capabilities may not deliver the benefits or perform as expected, or may be replaced or become obsolete more quickly than expected, which could result in operational difficulties or additional costs. If we cannot offer new technologies or data analytics solutions as quickly as our competitors, or if our competitors develop more cost-effective technologies, data analytics solutions or other product offerings, we could experience a material adverse effect on our operating results, client relationships, ability to attract acquisition targets, growth, and compliance programs.

In some cases, we depend on key third-party vendors and partners to provide technology and other support for our strategic initiatives. If these third parties fail to perform their obligations or cease to work with us, our ability to execute on our strategic initiatives could be adversely affected. See also "We are subject to risks associated with AI."

We are subject to risks associated with AI.

We use AI in our business, including with respect to services provided to our clients. We have internal policies and controls governing development, procurement, deployment and the use of AI by our employees designed to align with globally recognized AI principles, maintain trust with clients and protect the company from cybersecurity threats, breaches of data privacy and intellectual property, E&O liability and regulatory enforcement risk; however, our employees could violate these policies and they or external threat actors could circumvent our controls and expose us to such risks. Furthermore, our exposure to these risks may increase if our vendors, suppliers, or other third-party providers employ AI in relation to the products or services they provide to us, as we have limited control over such use in third-party products or services. These risks include, among others, the input of confidential information, including material non-public information, in contravention of our policies or contractual restrictions to which any of the foregoing are subject, or in violation of applicable laws or regulations, including those relating to data protection and AI. This could result in such information becoming part of a data set that is accessible by other third-party AI applications and users.

Additionally, AI heavily relies on the collection and analysis of extensive data sets. The third-party models underlying our AI tools may be inadequately designed, implemented or trained, and due to the impracticality of incorporating all relevant data into the models used by AI, it is inevitable that data sets within these models will contain information that has inaccuracies and errors, and potential biases. This could potentially render such models inadequate or flawed, leading to outputs surfacing third-party intellectual property or that contain information that is biased, unethical, discriminatory, incomplete, inaccurate, misleading or poor-quality that could negatively impact the effectiveness of the technology or our services. We are exposed to the risks associated with these inaccuracies, errors and biases, along with the adverse impacts that such flawed models could have on our business and operations. Furthermore, there is a risk that the use of AI may subject the company to reputational harm and liability related to governance and ethical issues and potential litigation from third-party intellectual property holders.

The increasing adoption of AI technologies by cyber threat actors presents a significant and evolving risk to our company. These actors may leverage AI to develop more sophisticated and targeted cyberattacks, including advanced phishing schemes, malware, and data exfiltration techniques, which could compromise our controls and systems, client data, and proprietary information. Such incidents could result in operational disruptions, financial losses, reputational damage, regulatory scrutiny, and potential legal liabilities. As the capabilities of AI-driven threats continue to advance, the complexity and scale of cyber risks we face may increase, necessitating ongoing investment in robust cybersecurity measures and threat mitigation strategies.

AI and its applications are developing rapidly. The use of this technology by our clients or underwriting enterprises may impact the way our business operates, and its use by our competitors and new market entrants with competing services derived from their AI capabilities may give them a competitive advantage. We cannot predict the effect of these changes at this time. or example, they may decrease the demand for our services or negatively affect our assumptions regarding the competitive landscape of our business. Further, the rapid development of these technologies may require significant efforts to upskill or reskill existing employees. Consequently, it is difficult to predict all risks associated with this new technology, which may eventually impact our business, results of operations, or financial condition. See also "Changes in data privacy and protection laws and regulations, or any failure to comply with such laws and regulations, could adversely affect our business and financial results."

Our success depends, in part, on our ability to attract and retain qualified talent, including our senior management team.

We depend upon members of our senior management team, who possess extensive knowledge and a deep understanding of our business and strategy. We could be adversely affected if we fail to successfully execute our succession plans for these leaders, including our chief executive and chief financial officers, and if our succession plans are not well-received by our employees, trading partners, investors and other stakeholders. Additionally, members of our senior management team face the risk of cybersecurity and physical threats that, if carried out, could adversely affect our business.

We could be adversely affected if we fail to attract and retain talent and foster a diverse and inclusive workplace throughout our organization. Competition for talent is intense in many areas of our business, particularly in our claims management business, IT and in rapidly developing fields such as AI and data engineering. The prevalence of remote working arrangements has expanded the pool of companies that compete with us for talent. As competition for skilled professionals remains intense, employers are implementing new offerings to attract talent, including but not limited to increasing compensation, enhancing health and wellness solutions, and providing remote work options. We may have to devote significant resources to attract and retain talent, which could negatively affect our business, operating results and financial condition.

Our industry has experienced competition for brokers and in the past we have lost key brokers and groups of brokers, along with their clients, business relationships and intellectual property directly to our competition. We enter into agreements with many of our brokers and significant client-facing employees and all of our executive officers, which prohibit them from disclosing confidential information and/or soliciting our clients, prospects and employees upon their termination of employment. The confidentiality and non-solicitation provisions of such agreements terminate in the event of a hostile change in control, as defined in the agreements. Although we pursue legal actions for alleged breaches of such agreements, theft of trade secrets, breaches of fiduciary duties, intellectual property infringement and related causes of action, such legal actions may not be effective in preventing such breaches, theft or infringement. In certain cases, our competitors have solicited employees in violation of their employment agreements as a matter of standard business practice, apparently determining that the cost of defending litigation is outweighed by the benefits of acquiring our employees in this manner. Certain states like Minnesota, North Dakota, Oklahoma and Wyoming have implemented rules that would prevent employers from entering into non-competes with employees, while California has broadened the scope of its longstanding restrictions on non-competes. If more states adopt similar rules or if we fail to adequately address any of the issues referred to above, we could experience a material adverse effect on our business, operating results and financial condition.

Business disruptions could have a material adverse effect on our operations, damage our reputation and impact client relationships.

Our ability to conduct business may be adversely affected by a disruption in the infrastructure that supports our business. This includes infrastructure controlled by third-party vendors and suppliers. Such disruptions could be caused by various factors, such as cybersecurity incidents, security breaches, human error, capacity constraints, hardware failures or defects, natural or man-made disasters, climate and weather events, pandemics, fires, power outages, telecommunication failures, break-ins, sabotage, intentional acts of vandalism, acts of terrorism, civil disruption, political violence and unrest, military actions or war. While we have disaster recovery procedures in place, they may not be effective. Additionally, insurance covering such disruptions may not continue to be available at reasonable prices and may not address all potential losses or compensate us for the possible loss of clients or increase in claims and lawsuits against us. Further, because we do not control infrastructure owned by third parties, we cannot guarantee that such parties have effective recovery procedures, or sufficient funds or insurance to recover any damages, losses or other liabilities that we may incur due to business interruptions caused by disruptions to their infrastructure.

The risk of business disruption is more pronounced in certain geographic areas where a significant portion of our business is concentrated. For example, we have substantial operations in India that provide important client support and other services for our global organization. To date, the dispute between India and Pakistan involving the Kashmir region, rising tensions between India and China, incidents of terrorism in India, the potential for civil unrest and general geopolitical

uncertainties have not adversely affected our operations in India. However, such factors could potentially affect our operations there in the future. If our access to these services is disrupted, our client relationships could be harmed, our liability for E&O could increase, and our reputation could be damaged, adversely affecting our business, operating results and financial condition.

Our business or reputation could be harmed by our reliance on third-party providers.

While we maintain some of our critical information technology systems, we are dependent on third-party providers of information technology systems and services, as well as other non-IT services, to meet the needs of our business and our clients around the world. As we do not fully control the actions of these third parties, we are subject to the risk that their decisions, actions, or inactions may adversely impact us, and replacing these service providers could create significant delay and expense. There is a risk that our third-party providers could engage in business practices that are prohibited by our internal policies or violate applicable laws and regulations. A failure by third parties to comply with service-level agreements or regulatory or legal requirements in a high-quality and timely manner, particularly during periods of our peak demand for their services, could result in economic and reputational harm to us. These third parties face their own technology, operating, business and economic risks, and any significant failures by them, including the improper use or disclosure of our confidential client, employee or company information, could cause harm to our business and reputation. An interruption in or the cessation of service by any service provider as a result of systems failures, cybersecurity incidents, capacity constraints, financial difficulties, or for any other reason could disrupt our operations, impact our ability to offer certain products and services, and result in contractual or regulatory penalties, liability claims from clients or employees, damage to our reputation, and harm to our business. See also "Business disruptions could have a material adverse effect on our operations, damage our reputation and impact client relationships."

Sustained increases in compensation expense and the cost of employee benefits could reduce our profitability.

Compensation expense and the cost of employees' medical and other employee benefits, substantially affect our profitability. In the past, we have occasionally experienced significant increases in these costs as a result of macro-economic factors beyond our control, including wage inflation and increases in health care costs. In 2025, our health care costs rose by approximately 20% compared to 2024 (includes impact of inflation, increased utilization and increased headcount) and our consolidated compensation expense ratio in 2025 as a percent of total consolidated revenue at 56.2% decreased slightly compared to 2024. Although we have actively sought to control increases in compensation expense and the cost of employee benefits, we can make no assurance that we will succeed in limiting future cost increases, and continued upward pressure in these costs could reduce our profitability.

Our substantial operations outside the U.S. expose us to risks different than those we face in the U.S.

In 2025, we generated approximately 33% of our combined brokerage and risk management revenues outside the U.S. Our business outside the U.S. presents operational, regulatory, economic and other risks that are different from, or greater than, the risks we face doing comparable business in the U.S. These include, among others, risks relating to:

- Maintaining awareness of and complying with a wide variety of labor practices and foreign laws, including those relating to labor and employment, data privacy requirements, AI regulations, prohibitions on corrupt payments to government officials, export and import duties, environmental policies, sustainability disclosures, as well as laws and regulations applicable to U.S. business operations abroad;
- Our employees, agents, or affiliated entities, or their respective officers, directors, employees and agents, may take actions in violation of local laws, regulations or policies, for which we might be held responsible. Actual or alleged violations could result in substantial fines, sanctions, civil or criminal penalties, debarment from government contracts, curtailment of operations in certain jurisdictions, competitive or reputational harm, litigation or regulatory action and other consequences that might adversely affect our results of operations, financial condition or strategic objectives;
- We expect relations with work councils and trade unions will continue to be satisfactory. However, work stoppages could occur in countries where such organizations exist and we may not be successful in negotiating new collective bargaining agreements. In addition, collective bargaining negotiations may (1) result in significant increases in the cost of labor, (2) divert management's attention away from operating the business or (3) break down and result in the disruption of operations. See also "Regulatory, Legal and Accounting Risks";
- We own interests in firms where we do not exercise management control (such as Casanueva Perez S.A.P.I. de C.V. in Mexico and Renomia, A.S. in the Czech Republic) and

are therefore unable to direct or manage the business to realize the full range of benefits, including mitigation of risks, that could be achieved through full ownership;

- The potential costs, difficulties and risks associated with local regulations across the globe, including the risk of personal liability for directors and officers (for example, in the U.K.) and "piercing the corporate veil" risks under the corporate law regimes of certain countries;
- Difficulties in staffing and managing foreign operations. For example, we are growing our Latin America operations through acquisitions of local family-owned insurance brokerage firms. If we lose a key local employee, hiring and retaining talent locally or finding an internal candidate qualified to transfer to such location could be difficult;
- Less flexible employee relationships, which in certain circumstances have limited our ability to prohibit employees from competing with us after they are no longer employed with us or recover damages, and made it more difficult and expensive to terminate their employment;
- Conflicting regulations in the countries in which we do business;
- Political and economic instability (including risks relating to undeveloped or evolving legal systems, unstable governments, acts of terrorism, military actions and war, including between Russia and Ukraine, the Middle East and Latin America and the Caribbean). See also "Global economic conditions and geopolitical events may impact the countries, regions or industries in which we operate and adversely affect our business, results of operations and financial condition";
- Coordinating our communications, policies and logistics across geographic distances, multiple time zones and in different languages, including during times of crisis management;
- Risks relating to our post-Brexit plan to address the loss of passporting rights between the U.K. and the European Economic Area (which we refer to as EEA) with respect to insurance brokerage services. The plan we implemented in 2020 involved transferring the EEA clients of our U.K.-based regulated entities to a Swedish subsidiary authorized in the EEA, and providing some services through a U.K. branch of such subsidiary. Although this "reverse branch" model is typical of other brokers of a similar size, EEA, regulators continue to assess their approach to this model, including as a result of, among other developments, the supervisory statement issued by the European Insurance and Occupational Pensions Authority (EIOPA) in February 2023. While we are continuously assessing the impact of these developments, it is difficult to predict such impact on our current plan;
- Unfavorable audits and exposure to additional liabilities relating to various non-income taxes (such as payroll, sales, use, value-added, net worth, property and goods and services taxes) in non-U.S. jurisdictions. In addition, our future effective tax rates could be unfavorably affected by changes in tax rates, discriminatory or confiscatory taxation, changes in the valuation of our deferred tax assets or liabilities, changes in tax laws or their interpretation and the financial results of our non-U.S. subsidiaries. See also "Changes in tax laws could adversely affect us";
- Legal or political constraints on our ability to maintain or increase prices;
- Cash balances held in foreign banks and institutions where governments have not specifically enacted formal guarantee programs;
- Certain of our non-U.S. subsidiaries receive revenues or incur obligations in currencies that differ from their functional currencies. We must also translate the financial results of our non-U.S. subsidiaries into U.S. dollars. Although we have used foreign currency hedging strategies in the past and currently have some in place, such risks cannot be eliminated entirely, and significant changes in exchange rates may adversely affect our results of operations;
- Epidemics or pandemics at a regional or global level;

- Lost business or other financial harm due to protectionism in the U.S. and in countries around the world, including adverse trade policies, tariffs, trade wars and other governmental actions affecting the flow of goods, services or currency, and governmental restrictions on the transfer of funds to us from our operations outside the U.S.; for example, the practice of using off-shore labor has come under increased scrutiny in the U.S. and governmental authorities or insurance carriers could seek to impose financial costs or restrictions on the use of off-shore centers of excellence such as the ones we operate in India and other international jurisdictions (see also "Business disruptions could have a material adverse effect on our operations, damage our reputation and impact client relationships"); and
- Increased tensions between countries such as the U.S., China and Russia and related trade and military policies of the U.S. government that may cause retaliation or countermeasures from other countries or regions, could further develop in ways that exacerbate the risks described above, or introduce new risks for our non-U.S. operations, such as increasing the potential that sanctions, tariffs, global mobility restrictions or other related measures may impact our business.

If any of these risks materialize, our results of operations and financial condition could be adversely affected.

Changes in tax laws could adversely affect us.

We operate in various jurisdictions and are subject to changes in applicable tax laws, treaties, or regulations in those jurisdictions. A material change in the tax laws, treaties, or regulations, or their interpretation, of any jurisdiction with which we do business, or in which we have significant operations, could adversely affect us. For example, in the Organization for Economic Cooperation and Development (which we refer to as the OECD) continues to issue reports and recommendations as part of its Base Erosion and Profit Shifting project (which we refer to as BEPS) and in 2021, it announced that 136 countries and tax jurisdictions agreed to implement a new Pillar 2 approach to international taxation. Pillar 1 exempts regulated financial institutions and we believe we qualify for such exemption.

Many countries in which we do business have adopted, or are expected to adopt, these rules which will change various aspects of the existing framework under which our tax obligations are determined. For example, the U.K., the majority of the E.U., Canada, Australia and New Zealand have now adopted nearly all aspects of these rules with limited variation from the OECD model rules. Other jurisdictions in which we do business also reacted to these efforts; for example, Bermuda enacted a corporate tax regime for the first time in 2023, which became effective in 2025.

On January 5, 2026, OECD released additional administrative guidance on the application of Pillar 2 global minimum tax rules, which are designed to ensure that large multinational enterprise (MNE) groups are subject to a minimum effective tax rate of 15% in each jurisdiction in which they operate. This guidance introduces a package of new and expanded safe harbors and simplification measures, including a "side-by-side" safe harbor regime applicable to certain U.S.-parent MNE groups, extensions and modifications to existing transitional safe harbors, and additional rules addressing the treatment of tax incentives and effective tax rate calculations. The most significant element of this guidance is the "side-by-side" safe harbor which is intended to coordinate the Pillar 2 global minimum tax regime with certain domestic minimum tax systems, including those in the U.S. Subject to eligibility requirements and elections, this safe harbor may substantially reduce or eliminate the application of Pillar 2 "top-up taxes," including the Income Inclusion Rule and Undertaxed Profits Rule for affected MNE groups for fiscal years beginning on or after January 1, 2026. These developments, once enacted into domestic law by Pillar 2 adopters, have the potential to significantly de-risk Pillar 2 exposure for U.S. multinationals like Gallagher. Whether those enactments take effect in 2026 or later, they will need to be monitored and anticipated top-ups adjusted to reflect those enactment dates. Regardless of the adoption of this new guidance, the domestic minimum top-up aspect of Pillar 2 (referred to as "QDMTT") and its related compliance aspects will remain for all multinationals that operate in jurisdictions that have enacted it.

We anticipate further significant developments across several jurisdictions in which we operate in 2026 and 2027. Should the jurisdictions in which we operate, and those in which we and our subsidiaries are based, choose not to implement the OECD's January 2026 guidance in their tax treaties and domestic tax laws, particularly if the U.S. does not adopt Pillar 2, although we do not anticipate a material financial impact, we could be adversely affected by a top-up.

We face significant competitive pressures in each of our businesses.

The insurance brokerage, reinsurance brokerage and employee benefit consulting businesses are highly competitive and many insurance brokerage, reinsurance brokerage and employee benefit consulting organizations actively compete with us in one or more areas of our business around the world. Two of the firms we compete with in the global brokerage and risk management markets have larger revenues than ours. In addition, many other smaller firms that operate nationally or that

are strong in a particular country, region or locality may have, in that country, region or locality, an office with revenues as large as or larger than those of our corresponding local office. Our third-party claims administration operation also faces significant competition from stand-alone firms as well as divisions of larger firms. Over the past decade or more, private equity sponsors have invested heavily in the insurance brokerage and third-party claims administration industries, creating new competitors and strengthening existing ones. Across all of our operations, Insurtech and technology-based start-ups are entering the business. In most cases, these businesses complement or enhance our offerings, but in some cases, they compete with us.

We believe that the primary factors determining our competitive position with other organizations in our industry are the quality of the services we offer, our data analytics capabilities, the personalized attention we provide, the individual and corporate expertise of the brokers and consultants providing the actual service to the client, our ability to address client needs across the insurance value chain by leveraging our capabilities in insurance, reinsurance, alternative risk transfer, management and administrative services, benefits consulting, and claims management, and our ability to help our clients manage their overall risk exposure and insurance or reinsurance costs. Losing business to competitors offering similar services or products at a lower cost or having other competitive advantages would adversely affect our business.

Consolidation among our existing competitors could create additional competitive pressure on us as such firms grow their market share, take advantage of strategic and operational synergies and develop lower cost structures. In addition, any increase in competition due to new legislative or industry developments could adversely affect us.

These developments include:

- Increased capital-raising by underwriting enterprises, which could result in new risk-taking capital in the industry, which in turn may lead to lower insurance premiums and commissions;
- Underwriting enterprises selling insurance directly to insureds without the involvement of a broker or other intermediary;
- Changes in our business compensation model as a result of regulatory developments;
- Federal and state governments establishing programs to provide health insurance (such as a single-payer system) or, in certain cases, property insurance in catastrophe-prone areas or other alternative market types of coverage, that compete with, or completely replace, insurance products currently offered by underwriting enterprises;
- Sustainability regulations in the U.S. and around the world, particularly those promoting the transition to a lower-carbon economy, which could create new competitive pressures around climate resilience consulting services and innovative insurance solutions;
- Continued consolidation in the financial services industry, leading to large financial services institutions offering a wider variety of services including insurance brokerage and risk management services;
- Increased competition from new market participants such as banks, accounting firms, consulting firms and Internet or other technology firms offering risk management or insurance brokerage services, or new distribution channels for insurance such as payroll firms and professional employer organizations; and
- Third-party capital providers entering the insurance and reinsurance risk transfer market offering products and capital directly to our clients. Their presence in the market has increased the competitive pressures that we face.

New competition as a result of these or other legislative or industry developments could cause the demand for our products and services to decrease, which could in turn adversely affect our results of operations and financial condition.

Volatility or declines in premiums or other adverse trends in the insurance industry may seriously undermine our profitability.

We derive much of our revenue from commissions and fees for our brokerage services. We do not determine the premiums on which our commissions are generally based. Moreover, premiums are cyclical in nature and may vary widely based on market conditions. Because of market cycles for insurance and reinsurance product pricing, which we cannot predict or control, our brokerage revenues and profitability can be volatile or remain depressed for significant periods of time.

Underwriting enterprises may seek to minimize their expenses by reducing the commission rates payable to agents or brokers such as us. The reduction of these commission rates, along with general volatility and/or declines in premiums,

may significantly affect our profitability. Because we do not determine the timing or extent of premium pricing changes, it is difficult to forecast our commission revenues precisely, including whether they will significantly decline. As a result, we may have to adjust our budgets for future acquisitions, capital expenditures, dividend payments, debt repayments and other expenditures to account for unexpected changes in revenues, and any decreases in premium rates may adversely affect the results of our operations.

In addition, there have been and may continue to be various trends in the insurance and reinsurance markets toward alternative insurance markets including, among other things, greater levels of self-insurance, captives, rent-a-captives, risk retention groups and non-insurance capital markets-based solutions to traditional insurance. While historically we have been able to participate in certain of these activities on behalf of our clients and obtain fee revenue for such services, there can be no assurance that we will realize revenues and profitability as favorable as those realized from our traditional brokerage activities. Our ability to generate premium based commission revenue may also be challenged by the growing desire of some clients to compensate brokers based upon flat fees rather than a percentage of premium. This could negatively impact us because fees are generally not indexed for inflation and might not increase with premiums as commissions do or with the level of service provided.

Contingent and supplemental revenues we receive from underwriting enterprises are less predictable than standard commission revenues, and any decrease in the amount of these forms of revenue could adversely affect our results of operations.

A meaningful portion of our revenues consists of contingent and supplemental revenues from underwriting enterprises. Contingent revenues are paid after the insurance contract period, generally in the first or second quarter, based on the growth and/or profitability of business we placed with an underwriting enterprise during the prior year. On the other hand, supplemental revenues are paid up front, on an annual or quarterly basis, generally based on our historical premium volumes with the underwriting enterprise and additional capabilities or services we bring to the engagement. While underwriting enterprises generally maintain supplemental revenues in the current year at a pre-determined rate, that rate can change in future years as described above. If, due to the current economic environment or for any other reason, we are unable to meet an underwriting enterprise's particular profitability, volume or growth thresholds, as the case may be, or such companies increase their estimate of loss reserves (over which we have no control), actual contingent revenues or supplemental revenues could be less than anticipated, which could adversely affect our results of operations. In the case of contingent revenues, under revenue recognition accounting standards, this could lead to the reversal of revenues in future periods that were recognized in prior periods.

We face a variety of risks in our benefit consulting operations distinct from those we face in our insurance brokerage operations.

Our benefit consulting operations face a variety of risks distinct from those faced by our brokerage operations. The portion of our revenue derived from consulting engagements and special project work is more vulnerable to reduction, postponement, cancellation or non-renewal during an economic downturn than traditional insurance brokerage commissions. A portion of our benefit consulting operation revenue is tied to assets invested by our clients, and when investment returns are adversely affected that portion of our revenue is negatively impacted. Certain areas within our retirement consulting practice may attract a higher level of regulatory scrutiny due to regulators' historical interest in such matters, including pension-related products and investment advisory and broker-dealer services. In addition, we have made significant investments in product and knowledge development to assist clients as they navigate the complex regulatory requirements relating to employer-sponsored healthcare. New laws or regulations reducing employer-sponsored health insurance, by limiting or eliminating tax-advantaged employer-sponsored benefits or otherwise, could impact clients' demand for our services. If we are unable to adapt our services to changes in the legal and regulatory landscape around employer-sponsored benefits, our results of operations could be adversely impacted.

We face a variety of risks in our third-party claims administration operations that are distinct from those we face in our brokerage and benefit consulting operations.

Our third party claims administration operations face a variety of risks distinct from those faced by the rest of our business, including the risks that:

- Epidemics and pandemics that reduce in-person business activity have a greater negative impact because they result in a reduction in the number of claims processed, as experienced during the years 2020, 2021 and the beginning of 2022. If a new epidemic or pandemic were to emerge, these operations could face similar negative impacts in the future;
- RISX-FACS®, our proprietary risk management information system, on which our ability to provide clients with insurance claim settlement and administration services is highly dependent, becomes inoperable for some reason. In addition, we are increasing our use of

cloud storage and cloud computing application services supported, upgraded and maintained by third-party vendors. A disruption affecting RISX-FACS®, third-party cloud services or any other infrastructure supporting our business, including key client relationship management software, could have a material adverse effect on our operations, cause reputational harm and damage our employee and client relationships;

- The favorable trend among both underwriting enterprises and self-insured entities toward outsourcing various types of claims administration and risk management services will reverse or slow, causing our revenues or revenue growth to decline;
- Concentration of large amounts of revenue with certain clients results in greater exposure to the potential negative effects of lost business due to changes in management at such clients or changes in state government policies, in the case of our government-entity clients, or for other reasons;
- Contracting terms will become less favorable or the margins on our services will decrease due to increased competition, regulatory constraints or other developments;
- We do not satisfy regulatory requirements related to third party administrators or that regulatory developments, impose additional burdens, costs or business restrictions that make our business less profitable; for example, regulations relating to security, cybersecurity, AI and data privacy as we manage a large amount of highly sensitive and confidential information including personally identifiable information, protected health information and financial information;
- Volatility in our case volumes, which are dependent upon a number of factors and difficult to forecast accurately, could impact our revenues;
- Wage inflation, difficulty attracting and retaining talent, and rising technology costs, may impact our ability to remain competitive in the marketplace and profitably fulfill our existing contracts (other than those that provide cost-plus or other margin protection);
- We may be unable to develop further efficiencies in our claims-handling business and may be unable to obtain or retain certain clients if we fail to make adequate improvements in technology or operations; and
- Underwriting enterprises or certain large self-insured entities may create in-house servicing capabilities, including as a result of the adoption of AI that compete with our third party administration and other administration, servicing and risk management products, and we could face additional competition from potential new entrants into the global claims management services market. See also "We are subject to risks associated with AI."

If any of these risks materialize, our results of operations and financial condition could be adversely affected.

Regulatory, Legal and Accounting Risks

Improper disclosure of confidential, personal or proprietary information and cybersecurity attacks or other security breach of our information systems, or those of third-party vendors we rely on, could result in regulatory scrutiny, legal liability or reputational harm, and could adversely affect our business, financial condition and reputation.

We collect, use, store, transmit and otherwise process, confidential, personal and proprietary information relating to our company, acquisition targets, our employees and our clients. This information includes personally identifiable information, protected health information, financial information, mergers and acquisitions information and intellectual property.

We maintain policies, procedures and technical safeguards designed to protect the security and privacy of confidential, personal and proprietary information. Nonetheless, we cannot eliminate the risk of human error, malfeasance or highly sophisticated cyber-attacks, which are heightened as a result of military actions and war, including between Russia and Ukraine, the Middle East, Latin America and the Caribbean, or other cybersecurity incidents. Further, there is a possibility that our internal processes and those of our third-party vendors to de-identify or delete confidential, personal and proprietary information may not be adequate to ensure that sensitive information is disposed of in compliance with applicable laws and regulations. In addition, our increased reliance on technologies that support remote and hybrid work and our employees' more frequent use of personal devices and non-standard business processing as well as the increasing prevalence of sophisticated cyber-attacks using AI, such as "deep fakes," may increase the risk of cybersecurity or data breaches from circumvention of security systems, denial-of-service attacks or other cyber-attacks, hacking, "phishing"

attacks (including digital or telephonic impersonation), computer viruses, ransomware, malware, malicious or destructive code, employee or insider error, malfeasance, social engineering, physical breaches or other actions. It is possible that our preventive, detective, containment or remedial security controls, employee training and other aspects of our cybersecurity safeguards are not effective.

We have and continue to invest in technology security initiatives, policies, resources and employee training. The cost and operational consequences of implementing, maintaining and enhancing appropriate technical measures is high. Given the continuously evolving cyber threat landscape, it will become increasingly difficult to detect, defend against and remediate cybersecurity incidents and data breaches. If we are unable to effectively maintain and enhance our system safeguards in line with evolving cyber threats, including in connection with the integration of acquisitions, we may incur unexpected costs, including litigation costs, regulatory enforcement action, loss of clients, reputational damage, and certain of our systems may become more vulnerable to unauthorized access.

We rely on IT and third party vendors some of which have direct access to our systems, to support our business activities, including our secure processing of personal, confidential, sensitive, proprietary and other types of information. Despite ongoing efforts to improve our and our vendors' ability to protect and defend against cyber-attacks, we may not be able to protect all of our data. From time to time, cybersecurity incidents and data breaches of certain systems on which we rely have occurred, such as computer viruses, unauthorized parties gaining access to our information technology systems, and privacy incidents, such as loss or inadvertent transmission of data, although to date we have not been materially impacted by such events. In the future, breaches of any third-party or internal systems may result from circumvention of security systems, denial-of-service, hacking, "phishing", computer viruses, ransomware, malware, or other cyber-attacks, employee or insider error, malfeasance, social engineering, physical breaches or other actions. Furthermore, the risk from threat actors has increased due to the rapid development of AI capabilities.

With respect to our commercial arrangements with third-party vendors, we have processes designed to require third party IT outsourcing, offsite storage and other vendors to agree to maintain certain standards with respect to their storage, protection and transfer of confidential, personal and proprietary information. However, we have limited control over their security, privacy and data governance practices so there can be no assurance that we can prevent, mitigate, or remediate a potential failure of those standards and we remain at risk of a cyber or data incident due to the intentional or unintentional non-compliance by a vendor's employee or agent, the breakdown of a vendor's processes, or a cybersecurity incident involving vendor's information systems. We cannot ensure that any provisions in our agreements with these vendors would be enforceable or adequate or would otherwise protect us from any liability in connection with these incidents. See also "Our business or reputation could be harmed by our reliance on third-party providers."

We are an acquisitive organization. The process of integrating information systems of businesses we acquire is complex and exposes us to additional risk as we might not adequately identify weaknesses in the targets' information systems or information handling, privacy and security policies and protocols, which could expose us to unexpected liabilities or make our own systems and data more vulnerable to employee or insider error, malfeasance or cybersecurity incidents. These risks may be exacerbated in connection with the integration of AssuredPartners. Any future, material cybersecurity or data incident, may cause us to experience unauthorized access, exfiltration, manipulation, corruption, loss or disclosure of our proprietary, client, employee, or other data, reputational harm, the inability to render services due to system outages or other business disruptions, loss of clients and revenue, regulatory action and scrutiny, sanctions or other statutory penalties, litigation, liability for failure to safeguard clients' information, increases in cybersecurity costs or financial losses. Any of the foregoing may be exacerbated by a delay or failure to detect a cybersecurity incident or the full extent of such incident. In addition, disclosure or media reports of actual or perceived security vulnerabilities to our systems or those of our third-party service providers, even if no breach has been attempted or occurred, could lead to reputational harm, loss of customers and revenue, or increased regulatory actions oversight and scrutiny.

Such incidents could result in confidential, personal or proprietary information being lost or stolen, used to perpetuate fraud, maliciously made public, surreptitiously modified, or rendered inaccessible for a period of time. We cannot ensure that any limitations of liability provisions in our agreements with clients, vendors and other third parties with which we do business would be enforceable or adequate or would otherwise protect us from any liability with respect to claims arising from a cybersecurity, data or similar incident.

During a cybersecurity incident, we might have to take our systems offline, which could interfere with services to our clients or damage our reputation. While we endeavor to design and implement technologies, controls, policies and procedures to identify such incidents as quickly as possible, any response could take substantial time, and there may be extensive delays before we obtain full and reliable information. During such time we would not necessarily know the extent of the harm or how best to remediate it, and certain errors or actions could be repeated or compounded before they are discovered and remediated, all of which may further increase the costs and consequences of such incident. Any of these losses may not be insured against or be fully covered by insurance we maintain. Further, we cannot ensure that our and our third-party vendors' existing insurance coverage will continue to be available on acceptable terms or at all. Certain

regulations and contractual obligations require us to inform regulators, clients or affected persons in the event of a breach of confidential, personal or proprietary information on our or our third-party vendors' systems, which we may need to deliver before we fully understand the impact of such breach resulting in damage to our reputation and our relationship with regulators and clients.

In addition, the competition for talent is high in the cybersecurity and privacy space, and we may not be able to hire, develop or retain suitable talent that we need to be capable of minimizing, identifying, mitigating or remediating these risks.

With respect to our commercial arrangements with third-party vendors, we have processes designed to require third party IT outsourcing, offsite storage and other vendors to agree to maintain certain standards with respect to their storage, protection and transfer of confidential, personal and proprietary information. However, we have limited control over their security, privacy and data governance practices so there can be no assurance that we can prevent, mitigate, or remediate a potential failure of those standards and we remain at risk of a cyber or data incident due to the intentional or unintentional non-compliance by a vendor's employee or agent, the breakdown of a vendor's processes, or a cybersecurity incident involving vendor's information systems. We cannot ensure that any provisions in our agreements with these vendors would be enforceable or adequate or would otherwise protect us from any liability in connection with these incidents. See also "Our business or reputation could be harmed by our reliance on third-party providers."

Any of the foregoing may have a material adverse effect on our business, financial condition and reputation.

Changes in data privacy and protection laws and regulations, or any failure to comply with such laws and regulations, could adversely affect our business and financial results.

We are subject to a variety of continuously evolving and developing laws and regulations globally regarding privacy, data protection, and data security, including those related to the collection, storage, handling, use, disclosure, cross-border transfer, destruction, and security of personal data. These laws apply to transfers of personal information among our affiliates, as well as to transactions we enter into with third party vendors and clients. Significant uncertainty exists as privacy and data protection laws evolve. Such laws are complex and may be interpreted and applied differently from country to country and state to state, and may create inconsistent or conflicting requirements. Some of these laws provide rights to individuals to access, correct, and delete their personal information and to obtain copies at the expense of the business entities that process their data. Some of these laws carry heavy penalties for violations, e.g., fines of up to 4% of worldwide revenue under the U.K. Data Protection Act and the European Union General Data Protection Regulation (which we refer to as GDPR), up to $20,000 per violation under the Colorado Privacy Act (which we refer to as CPA), and up to $7,500 per intentional violation under the California Consumer Privacy Act (which we refer to as CCPA). In the U.S., there is pending federal legislation and over a dozen states have proposed and some have implemented their own comprehensive data privacy bills similar to the GDPR and CCPA, with some of those laws already in effect, and others coming into effect through 2026. Despite recent privacy frameworks developed between the U.S., the U.K. and the E.U., there remains a high level of uncertainty concerning the flow of personal information between these jurisdictions, which may impair our ability to offer existing and new services and increase our costs and compliance burden.

India and other countries where we have operations outside the U.S. have proposed or have enacted sweeping data protection laws, and in some cases we are subject to sector and personal data localization laws that may require that data or personal data stay within their borders, such as India's IRDIA (Maintenance of Insurance Records) Regulation, 2015.

In addition, in the U.S., legislators are continuing to enact comprehensive cybersecurity laws. For example, we are subject to the New York State Department of Financial Services Cybersecurity Regulation for Financial Services Companies, which were substantively amended in 2023. We also expect to be subject to a variety of laws and regulations governing AI, such as the E.U. AI Act which was enacted in 2024 and will gradually enter into force during the next two years, the Colorado AI Act, and the California AI Transparency Act. Further, the issuance of the President's AI Executive Order entitled "Ensuring a National Policy Framework for Artificial Intelligence" introduces significant uncertainty in the regulatory landscape for AI across the United States. This uncertainty may lead to a fragmented regulatory environment, complicating compliance efforts, increasing operational risks, and potentially impacting the company's ability to adapt to evolving legal and regulatory requirements. These laws and regulations are still evolving, and while we are continuing to assess how regulators may apply existing consumer protection, data protection and other similar laws to AI, there is uncertainty regarding the scope of new laws and how existing laws will apply. Due to this uncertainty, we may face challenges complying with existing and new laws, and our policies and governance frameworks may not be successful in mitigating these risks. See also "We are subject to risks associated with AI."

Adhering to the increased obligations imposed by various new and emerging laws as well as the terms of our privacy notices and contractual obligations to third parties causes us to incur substantial expense in connection with developing, implementing, and securing our systems and effectively implementing data privacy governance policies for the lawful processing of personal data. Such increased obligations also result in the allocation of additional resources towards new privacy compliance processes and enhanced technologies, further contributing to our IT and compliance costs. We have implemented privacy policies detailing how we collect, use, disclose, transfer across borders, retain, and otherwise process personal information but our employees, third-party vendors or other third parties we work with may not fully adhere to

such policies. Such non-compliance could lead to private rights of action or regulatory enforcement actions or investigations if our processing of personal data is deemed deceptive, unfair, misrepresentative of our published privacy notices or otherwise non-compliant with privacy regulation. In addition, enforcement actions and investigations by regulatory authorities related to data security incidents and privacy violations generally continue to increase. The enactment of more restrictive laws, rules, regulations, or future enforcement actions or investigations could impact us through increased costs or restrictions on our business and could result in regulatory penalties and significant legal liability.

We are subject to a number of contingencies and legal proceedings which, if determined unfavorably to us, would adversely affect our financial results.

We are or have been subject to numerous claims, tax assessments, lawsuits and proceedings that arise in the ordinary course of business. Such claims, lawsuits and other proceedings include claims for damages based on allegations that our employees or sub-agents improperly failed to procure coverage, report claims on behalf of clients, provide underwriting enterprises with complete and accurate information relating to the risks being insured, or provide clients with appropriate consulting, advisory, pension and claims handling services. There is the risk that our employees or sub-agents may fail to appropriately apply funds that we hold for our clients on a fiduciary basis. Certain of our benefits and retirement consultants provide investment advisory or decision-making services to clients. Additionally, Gallagher Re operates a securities business. If our clients experience investment losses, our reputation could be damaged and our financial results could be negatively affected as a result of claims asserted against us and lost business. Where appropriate, we have established provisions against these matters that we believe are adequate in light of current information and legal advice, and we adjust such provisions from time to time based on current material developments. The damages claimed in such matters are or may be substantial, including, in many instances, claims for punitive, treble or other extraordinary damages. It is possible that, if the outcomes of these contingencies and legal proceedings were not favorable to us, it could materially adversely affect our future financial results. In addition, our results of operations, financial condition or liquidity may be adversely affected if, in the future, our insurance coverage proves to be inadequate or unavailable or we experience an increase in liabilities for which we self-insure. We have purchased E&O insurance and other insurance to provide protection against losses that arise in such matters. Accruals for these items, net of insurance receivables, when applicable, have been provided to the extent that losses are deemed probable and are reasonably estimable. These accruals and receivables are adjusted from time to time as current developments warrant.

As more fully described in Note 15 to our 2025 consolidated financial statements, we are a defendant in various legal actions incidental to our business, including but not limited to matters related to employment practices, alleged breaches of non-compete or other restrictive covenants, theft of trade secrets, breaches of fiduciary duties, and related causes of action. We are also periodically the subject of inquiries and investigations by regulatory and tax authorities into various matters related to our business. For example, our micro-captive advisory services business has been under investigation by the IRS since 2013. We currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations or cash flows. However, legal proceedings and government investigations are subject to inherent uncertainties, and unfavorable rulings or other adverse events could occur, including the payment of substantial monetary damages or an injunction or other order prohibiting us from selling one or more products at all or in particular ways, precluding particular business practices or requiring other remedies, which may result in a material adverse impact on our business, results of operations or financial position. In addition, regardless of any unfavorable ruling, any such matter could expose us to negative publicity, reputational damage, harm to our client or employee relationships, or diversion of personnel and management resources, which could adversely affect our ability to recruit quality brokers and other significant employees to our business, and otherwise adversely affect our results of operations.

We could be adversely affected by violations or alleged violations of laws that impose requirements for the conduct of our overseas operations, including the FCPA, the U.K. Bribery Act or other anti-corruption laws, sanctions laws and FATCA.

In countries outside the U.S., a risk exists that our employees or third parties acting on our behalf, including correspondent brokers, consultants, introducers, partners or agents, could engage in business practices prohibited by applicable laws and regulations, including anti-bribery and anti-corruption laws, and sanctions laws such as those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Anti-bribery and anti-corruption laws, such as the FCPA and the U.K. Bribery Act, generally prohibit companies from making improper payments to foreign officials and require companies to keep accurate books and records and maintain appropriate internal controls. Trade and financial sanctions laws generally restrict the ability to engage in trade with, or provide goods or services, to designated governments or other parties, or may require freezing of such parties' assets. We operate in some parts of the world that have experienced governmental corruption. In such parts of the world, in certain circumstances, local customs and practice might not be consistent with the requirements of anti-bribery and anti-corruption laws. Similarly, some of these countries do not

implement sanctions laws and may not restrict trade with parties designated as sanctions targets under U.S., U.K. or E.U. laws.

Our policies mandate strict compliance with such laws and we devote substantial resources to programs designed to ensure compliance, including investigating business practices and taking steps to address the risk that our employees, third party representatives, partners or agents will engage in business practices that are prohibited by our policies and/or such laws and regulations.

We offer client service capabilities in many countries around the world and sometimes work through a network of third-party representatives acting on our behalf such as correspondent brokers and consultants. There is a risk that our third party representatives engage in business practices that are prohibited by our internal policies or violate applicable laws and regulations, such as the FCPA and the U.K. Anti-Bribery Act.

Violations by us or our third party representatives could result in significant internal investigation costs and legal fees, civil and criminal penalties, including prohibitions on the conduct of our business, and reputational harm.

We may also be subject to legal liability and reputational damage if we violate trade sanctions laws of the U.S., the E.U., the U.K. and other jurisdictions in which we operate. In addition, FATCA requires certain of our subsidiaries, affiliates and other entities to obtain valid FATCA documentation from payees prior to remitting certain payments to such payees and our failure to do so properly could result in penalties.

We are subject to regulation worldwide. If we fail to comply with regulatory requirements or if regulations change in a way that adversely affects our operations, we may not be able to conduct our business, or we may be less profitable.

Many of our activities throughout the world, especially regulated businesses such as our insurance brokerage, securities broker-dealer and investment advisory services, are subject to supervision and regulations promulgated by regulatory or self-regulatory bodies such as the SEC, the NYSE, the DOJ, the IRS, the Financial Crimes Enforcement Network, the FTC and FINRA in the U.S., the FCA in the U.K., the Australian Securities and Investments Commission in Australia and insurance regulators in nearly every jurisdiction in which we operate. Our retirement-related consulting and investment advisory services are subject to pension law and financial regulation in many countries. Our activities are also subject to a variety of other laws, rules and regulations addressing licensing, cybersecurity, data privacy, AI, wage-and-hour standards, employment and labor relations, competition, anti-corruption, currency, the conduct of business, reserves and the amount of local investment with respect to our operations in certain countries. For example, the DOJ updated its guidance on corporate compliance programs to include AI risk management. These and other forms of regulatory action could reduce our profitability or growth by increasing the costs of compliance, increasing the risk of costly enforcement actions, restricting the products or services we sell, the markets we enter, the methods by which we sell our products and services, or the prices we can charge for our services and the form of compensation we can accept from our clients, underwriting enterprises and third parties. As our operations grow around the world, it is increasingly difficult to monitor and enforce regulatory compliance across the organization. A compliance failure by even one of our smallest branches could lead to a loss of reputation in the local market, and litigation and/or disciplinary actions that may include compensating clients for loss, the imposition of penalties, and/or the loss of our authorization to operate. In all such cases, we would also likely incur significant internal investigation costs and legal fees.

The global nature of our operations increases the complexity and cost of compliance with laws and regulations, including increased staffing needs, the development of new policies, procedures and internal controls and providing training to employees in multiple locations, adding to our cost of doing business. Many of these laws and regulations may have differing or conflicting legal standards across jurisdictions, increasing further the complexity and cost of compliance. We experience substantial geopolitical and regulatory changes on a real-time basis, which may lead to uncertainty and increase the complexity, difficulty, and cost of compliance. In emerging markets and other jurisdictions with less developed legal systems, local laws and regulations may not be established with sufficiently clear and reliable guidance to provide us with adequate assurance that we are aware of all necessary licenses to operate our business, that we are operating our business in a compliant manner, or that our rights are otherwise protected. In addition, major political and legal developments in jurisdictions in which we do business may lead to new regulatory costs and challenges. For example, China has in place a "blocking" statute similar to that of the E.U. requiring compliance with certain Chinese laws if they conflict with U.S. laws. Rising global tensions and protectionism may also lead other countries to adopt similar blocking statutes, which could make it more difficult and costly for us to expand our operations globally.

Changes in legislation or regulations and actions by regulators, including changes in administration and enforcement policies, or the failure of state and local governments to follow through on agreed-upon state and local tax credits or other tax related incentives, could adversely affect our results of operations or require operational changes that could result in lost revenues or higher costs or hinder our ability to operate our business.

For example, the method by which insurance brokers are compensated has received substantial scrutiny in the past because of the potential for conflicts of interest. The potential for conflicts of interest arises when a broker is compensated by two parties in connection with the same or similar transactions. The vast majority of the compensation we receive for our work as insurance and reinsurance brokers is in the form of retail commissions and fees. We receive additional revenue from underwriting enterprises, separate from retail commissions and fees, including, among other things, contingent and supplemental revenues and payments for consulting and analytics services we provide them. Future changes in the regulatory environment may impact our ability to collect these revenues. Adverse regulatory, legal or other developments regarding these revenues could have a material adverse effect on our business, results of operations or financial condition, expose us to negative publicity and reputational damage and harm our relationships with clients, underwriting enterprises or other business partners.

In addition, climate change and sustainability issues remain a significant focus for investors, clients and other business partners, while regulatory approaches across jurisdictions continue to vary widely. Some jurisdictions, such as the U.K., Australia and the State of California, are intensifying regulation and enforcement with respect to climate-related disclosures, where others are moving towards deregulation – for example, at the U.S. federal level the SEC abandoned the defense of the climate-related disclosures rule and the E.U. approved the Omnibus I directive that reduced significantly the entities subject to, and the requirements of, the Corporate Sustainability Reporting Directive (which we refer to as CSRD) and the Corporate Sustainability Due Diligence Directive (which we refer to as CSDDD). In addition, the State of Texas recently issued an opinion on the legality of corporate DEI programs taking the position that such programs are potentially unlawful under certain circumstances. Navigating these inconsistent and evolving rules may demand substantial effort and resources, potentially diverting management's attention. Failure to effectively navigate these complexities could harm our reputation and strain relationships with regulators, investors, clients, and other business partners, which may adversely affect our business, operating results and financial condition.

Changes in our accounting estimates and assumptions could negatively affect our financial position and operating results.

We prepare our financial statements in accordance with U.S. generally accepted accounting principles (which we refer to as GAAP). These accounting principles require us to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of our consolidated financial statements. We are also required to make certain judgments and estimates that affect the disclosed and recorded amounts of revenues and expenses related to revenue recognition and deferred costs - see Note 4 to our 2025 consolidated financial statements. We periodically evaluate our estimates and assumptions, including those relating to the valuation of goodwill and other intangible assets, investments, income taxes, revenue recognition, deferred costs, stock-based compensation, claims handling obligations, retirement plans, litigation and contingencies. We base our estimates on historical experience and various assumptions that we believe to be reasonable based on specific circumstances. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed in our consolidated financial statements.

Further, in 2022, the U.S. enacted the Inflation Reduction Act (which we refer to as the IRA) which, among other things, implements a corporate book minimum tax and an excise tax on stock buy backs. While guidance is still being issued and the administration may enact significant amendments to the IRA, our current understanding of the IRA suggests that we will not face significant impacts. Additionally, in July 2025, the U.S. enacted the One Big Beautiful Bill Act which includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The application of the OBBBA did not have any material impact on our financial statements for 2025. As additional guidance relating to the IRA, OBBBA, and upcoming amendments are released, our estimates related to tax and other liabilities arising under these frameworks may change. Additionally, changes in accounting standards (see Note 2 to our 2025 consolidated financial statements) could increase costs to the organization and could have an adverse impact on our future financial position and results of operations.

Limited protection of our intellectual property could harm our business and our ability to compete effectively, and we face the risk that our services or products may infringe upon the intellectual property rights of others.

We cannot guarantee that trade secret, trademark and copyright law protections, or our internal policies and procedures regarding our management of intellectual property, are adequate to deter misappropriation of our intellectual property. Existing laws of some countries in which we provide services or products may offer only limited protection of our intellectual property rights. Also, we may be unable to detect the unauthorized use of our intellectual property and take the necessary steps to enforce our rights, which may have a material adverse impact on our business, financial condition or results of operations. We cannot be sure that our services and products, or the products of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and we may have infringement claims asserted

against us or our clients. These claims may harm our reputation, result in financial liability, consume financial resources to pursue or defend, and prevent us from offering some services or products. In addition, these claims, whether with or without merit, could be expensive, take significant time and divert management's focus and resources from business operations. Successful challenges against us could require us to modify or discontinue our use of technology or business processes where such use is found to infringe or violate the rights of others, or require us to purchase licenses from third parties, any of which could adversely affect our business, financial condition and operating results.

Risks Relating to our Investments, Debt and Common Stock

Our clean energy investments are subject to various risks and uncertainties.

We generated tax credits under IRC Section 45 from 2009 to 2021. As of December 31, 2025, we had generated a total of $1,706 million in IRC Section 45 tax credits, of which approximately $1,102 million have been used to offset U.S. federal tax liabilities and $604 million remain unused and available to offset future U.S. federal tax liabilities.

Our ability to use tax credits under IRC Section 45 depends upon the operations in which we invested having satisfied the conditions set forth in IRC Section 45. These include, among others, the "placed-in-service" condition and requirements relating to qualified emissions reductions, coal sales to unrelated parties and at least one of the operations' owners qualifying as a "producer" of refined coal. While we have received some degree of confirmation from the IRS relating to our ability to claim these tax credits, the IRS could ultimately determine that the operations did not satisfy the conditions set forth in IRC Section 45. The IRS audited a number of these operations. Such audits were either closed with no adjustments or, in one instance, the relevant partnership defended its position in court and prevailed.

There is a risk that foreign laws will not protect the intellectual property associated with The Chem-Mod™ Solution to the same extent as U.S. laws, leaving us vulnerable to companies outside the U.S. who may attempt to copy such intellectual property. In addition, other companies may make claims of intellectual property infringement with respect to The Chem-Mod™ Solution. Litigation is inherently uncertain and it is not possible for us to predict the ultimate outcome of any future claims against us by other parties.

The IRC Section 45 operations in which we have invested and the by-products from such operations may result in environmental and product liability claims and environmental compliance costs.

The construction and operation of the IRC Section 45 operations were subject to federal, state and local laws, regulations and potential liabilities arising under or relating to the protection or preservation of the environment, natural resources and human health and safety. Some environmental laws, without regard to fault or the legality of a party's conduct, impose liability on certain entities that are considered to have contributed to, or are otherwise responsible for, the release or threatened release of hazardous substances into the environment. One party may, under certain circumstances, be required to bear more than its share or the entire share of investigation and cleanup costs at a site if payments or participation cannot be obtained from other responsible parties. By having used The Chem-Mod™ Solution at locations owned and operated by others, we and our partners may be exposed to the risk of being held liable for environmental damage from releases of hazardous substances we may have had little, if any, involvement in creating. Such risk remains even after production ceases at an operation to the extent the environmental damage can be traced to the types of chemicals or compounds used or operations conducted in connection with The Chem-Mod™ Solution. Increasing attention to global climate change has resulted in an increased possibility of regulatory attention and private litigation. For example, claims have been made against certain energy companies alleging that greenhouse gas emissions constitute a public nuisance. In addition to the possibility of being named in such actions, we and our partners could face the risk of environmental and product liability claims related to concrete incorporating fly ash produced using The Chem-Mod™ Solution. No assurances can be given that contractual arrangements and precautions taken to provide for assumption of these risks by facility owners or operators, or other end users, will result in that facility owner or operator, or other end user, accepting full responsibility for any environmental or product liability claim. Nor can we or our partners be certain that facility owners or operators, or other end users, fully complied with all applicable laws and regulations, and this could result in environmental or product liability claims. It is also common for private claims by third parties alleging contamination to also include claims for personal injury, property damage, nuisance, diminution of property value, or similar claims. Furthermore, many environmental, health and safety laws authorize citizen suits, permitting third parties to make claims for violations of laws or permits. Our insurance may not cover all environmental risk and costs or may not provide sufficient coverage in the event of an environmental or product liability claim, and defense of such claims can be costly, even when such defense prevails. If significant uninsured losses arise from environmental or product liability claims, or if the costs of environmental compliance increase for any reason, our results of operations and financial condition could be adversely affected.

We have debt outstanding that could adversely affect our financial flexibility and subjects us to restrictions and limitations that could significantly impact our ability to operate our business.

As of December 31, 2025, we had total consolidated debt outstanding of approximately $13.1 billion. The level of debt outstanding each period could adversely affect our financial flexibility. We also bear risk at the time our debt matures. Our ability to make interest and principal payments, to refinance our debt obligations and to fund our acquisition program and planned capital expenditures will depend on our ability to generate cash from operations. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control, such as an environment of rising interest rates. A small portion of our private placement debt consists of floating rate notes, and interest payments under our senior revolving credit facility are based on a floating rate which exposes us to the risk of a changing or unknown rate environment. Our indebtedness will also reduce the ability to use that cash for other purposes, including working capital, dividends to stockholders, acquisitions, capital expenditures, share repurchases, and general corporate purposes. If we cannot service our indebtedness, we may have to take actions such as selling assets, issuing additional equity or reducing or delaying capital expenditures, strategic acquisitions, and investments, any of which could impede the implementation of our business strategy or prevent us from entering into transactions that would otherwise benefit our business. Additionally, we may not be able to effect such actions, if necessary, or refinance any of our indebtedness on commercially reasonable terms, or at all.

The agreements governing our debt include covenants that, among other things, restrict our ability to dispose of assets, incur additional debt, engage in certain asset sales, mergers, acquisitions or similar transactions, create liens on assets, engage in certain transactions with affiliates, change our business or make investments, and require us to comply with certain financial and legal covenants. The restrictions in the agreements governing our debt may prevent us from taking actions that we believe would be in the best interest of our business and our stockholders and may make it difficult for us to execute our business strategy successfully or effectively compete with companies that are not similarly restricted. We may also incur future debt obligations that might subject us to additional or more restrictive covenants that could affect our financial and operational flexibility, including our ability to pay dividends. We cannot make any assurances that we will be able to refinance our debt or obtain additional financing on terms acceptable to us, or at all. A failure to comply with the restrictions under the agreements governing our debt could result in a default under the financing obligations or could require us to obtain waivers from our lenders for failure to comply with these restrictions. The occurrence of a default that remains uncured or the inability to secure a necessary consent or waiver could cause our obligations with respect to our debt to be accelerated and have a material adverse effect on our financial condition and results of operations.

Our reinsurance securities business serves from time to time as the underwriter and initial purchaser of securities (such as catastrophe bonds) issued by our reinsurance company clients. This involves us, acting as an intermediary, using our capital on hand and short-term borrowings to cover the purchase price of the securities. We place the securities with investors and use the funds we receive from them to repay our obligations. Risks specific to these short-term borrowings include counterparty risk (which is the risk that arises due to uncertainty about a counterparty's ability to meet its obligations) with respect to the investors. Non-performance by any of our counterparties in these transactions for financial or other reasons could potentially expose us to material losses.

Credit rating downgrades would increase our financing costs and could subject us to operational risk.

If we need to raise capital in the future (for example, in order to maintain adequate liquidity, fund maturing debt obligations or finance acquisitions or other initiatives), credit rating downgrades would increase our financing costs, and could limit our access to financing sources. We would also face the risk of a credit rating downgrade if we do not retire or refinance the debt to levels acceptable to the credit rating agencies in a timely manner. Further, a downgrade to a rating below investment-grade could result in greater operational risks through increased operating costs and increased competitive pressures.

We are a holding company and, therefore, may not be able to receive dividends or other distributions in needed amounts from our subsidiaries.

We are organized as a holding company, a legal entity separate and distinct from our operating subsidiaries. As a holding company without significant operations of our own, we are dependent upon dividends and other payments from our operating subsidiaries to meet our obligations for paying principal and interest on outstanding debt obligations, for paying dividends to stockholders, repurchasing our common stock and for corporate expenses. In the event our operating subsidiaries are unable to pay sufficient dividends and other payments to us, we may not be able to service our debt, pay our obligations, pay dividends on or repurchase our common stock.

Further, we derive a meaningful portion of our revenue and operating profit from operating subsidiaries located outside the U.S. Since the majority of financing obligations as well as dividends to stockholders are paid from the U.S., it is important to be able to access the cash generated by our operating subsidiaries located outside the U.S. in the event we are unable to meet these U.S. based cash requirements.

Funds from our operating subsidiaries outside the U.S. may be repatriated to the U.S. via stockholder distributions and intercompany financings, where necessary. A number of factors may arise that could limit our ability to repatriate funds or make repatriation cost prohibitive, including, but not limited to the imposition of currency controls and other government restrictions on repatriation in the jurisdictions in which our subsidiaries operate, fluctuations in foreign exchange rates, the imposition of withholding and other taxes on such payments and our ability to repatriate earnings in a tax-efficient manner.

In the event we are unable to generate or repatriate cash from our operating subsidiaries for any of the reasons discussed above, our overall liquidity could deteriorate and our ability to finance our obligations, including to pay dividends on or repurchase our common stock, could be adversely affected.

Future sales or other dilution of our equity could adversely affect the market price of our common stock.

An important way we grow our business is through acquisitions. One method of acquiring companies or otherwise funding our corporate activities is through the issuance of additional equity securities. The issuance of any additional shares of common or of preferred stock or convertible securities could be substantially dilutive to holders of our common stock. Moreover, to the extent that we issue restricted stock units, performance stock units, options or warrants to purchase shares of our common stock in the future and those options or warrants are exercised or as the restricted stock units or performance stock units vest, our stockholders will experience further dilution. In March 2024, we established an "at the market" equity offering program (which we refer to as an ATM program) pursuant to which we may offer and sell up to 3,000,000 shares of our common stock. We have refreshed our ATM program in the past and expect to refresh our ATM program periodically. Sales under our ATM program will result in additional dilution for our stockholders. Holders of our common stock have no preemptive rights that entitle holders to purchase their pro rata share of any offering of shares of any class or series and, therefore, such sales or offerings could result in increased dilution to our stockholders. The market price of our common stock could decline as a result of sales of shares of our common stock or the perception that such sales could occur.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 1C. Cybersecurity.

We have implemented a cybersecurity program to assess, identify, and manage risks from cybersecurity threats that could adversely and materially affect the confidentiality, integrity, and availability of our information and information systems. We maintain administrative, technical, and physical safeguards designed to protect the security and privacy of confidential, personal and proprietary information. Our cybersecurity program is aligned with notable control frameworks such as the NIST CSF (National Institute of Standards and Technology Cybersecurity Framework) and ISO (International Organization for Standardization) 27001.

Our Chief Information Security Officer (which we refer to as our CISO), working together with our Chief Information Officer (which we refer to as our CIO), oversees a team of employees dedicated to cybersecurity. Our cybersecurity team includes Business Information Security Officers (which we refer to as BISOs) in each region to lead the cybersecurity program, and to communicate ongoing updates from the cybersecurity team regarding the prevention, detection, mitigation, and remediation of cybersecurity incidents.

Our CISO regularly reports to the CIO and is an active member of our management-level enterprise risk management committee, which has broad oversight of the company's enterprise risks, including cybersecurity risks. In addition, our CIO and CISO both attend regular meetings of the executive officer team, including our Chief Executive Officer, Chief Financial Officer, General Counsel and other senior executive officers, dedicated to compliance and risk, and report on cybersecurity matters as appropriate. Our Board of Directors has delegated primary responsibility for the oversight of cybersecurity matters to its Risk and Compliance Committee; however, the full board reviews significant cybersecurity matters as appropriate. Our CIO and CISO report on cybersecurity and information security at each quarterly meeting of the Risk and Compliance Committee.

Our cybersecurity program leverages people, processes, and technology to identify and respond to cybersecurity threats. We have a global incident response capability supported by our Security Operations Center (which we refer to as SOC) team, a managed security service provider (MSSP), ReliaQuest, and our global Cybersecurity Incident Response Team (which we refer to as CSIRT), which provides threat detection and incident response. ReliaQuest supports the operation of Gallagher's SOC, and performs triage and escalation of event data from the security information and event management (which we refer to as SIEM) solution. This support enables 24x7 monitoring and allows Gallagher to address threats and/or detections with urgency. We have rolled out additional security technologies for new acquisitions and extended our SOC to monitor acquisitions prior to integration. We have bolstered our internal cyber forensics capability to augment our Security

Operations capability to strengthen our ability to detect incidents, as well as to accelerate our response in parallel with our external partners.

We maintain a global cybersecurity incident response plan and related playbooks, for execution by the SOC team and CSIRT, in coordination with internal and external stakeholders, as applicable. Significant incidents are escalated to a cross-departmental team to assess materiality based on qualitative and quantitative factors. This team consists of executives representing core business functions, including, among others, information technology, legal, finance, accounting, data protection and business divisions, in consultation with third-party advisors, as applicable. We undertake periodic leadership tabletop exercises and periodic adversarial ("red team") exercises simulating incident response under common risk scenarios. As an acquisitive organization, we have also established a program to increase our visibility into the cybersecurity environment of acquisition targets prior to closing.

Other technology partners provide additional solutions and services, including endpoint detection and response, data loss prevention, dark web monitoring, vulnerability management, next-generation firewalls, advanced web proxy, and other solutions. We have also partnered with a strategic vendor to enable acceleration of our efforts to build the cyber team and mitigate risk across the company. The relationship has brought both talent and flexibility to the team and has enabled acceleration of build-outs and integrations.

Identity management is a core component of our cyber program and solutions from Ping and Microsoft are in-place. We have also deployed a global Privileged Access Management solution, which resulted in the vaulting of all elevated user accounts that are subject to a more stringent set of controls tied to account use and duration. Additionally, we have implemented a cloud-based password reset tool offering users a highly secure and easy-to-use interface to reset passwords, regardless of device location, or browser.

Email security is a top priority for Gallagher, and we have implemented email threat detection and response services as well as capabilities to protect against phishing attacks and malicious links. Concurrently, we have rolled out phishing simulations targeted at increasing user awareness of common indicators of malicious messages. We have additionally implemented and are expanding coverage of advanced messaging features to prevent email compromise and data exfiltration, including deepfake detection and prevention.

We have established a dedicated vendor assessment team, which employs systems and processes designed to oversee, identify, and reduce the potential impact of a security incident at a third-party vendor, service provider or customer or that otherwise implicates the third-party technology and systems we use. We also require cybersecurity insurance coverage for vendors whose services or products may present a cybersecurity risk.

We continuously test and assess our cybersecurity posture, including through annual third-party risk assessments performed by reputable assessors, consultants and auditors. A global FAIR (Factor Analysis of Information Risk) assessment is conducted at least annually to update our cybersecurity risks and corresponding mitigations strategies. This process results in a quantitative understanding of our top cyber risks based on annualized loss expectancy. Our top risks, in turn, guide our prioritization of cybersecurity program maturation efforts to focus on initiatives offering Gallagher the greatest residual risk reduction.

Penetration testing is performed globally at least quarterly by our professional partners in cooperation with internal Gallagher teams. We also support leadership tabletop exercises and periodic adversarial ("red team") exercises simulating incident response under common risk scenarios. These scenarios are updated regularly to resemble threat actor behavior trends revealed by our threat intelligence sources.

Our employees complete training on data security and our policies when they join us and annually thereafter. We review the content of our mandatory training annually and provide access to a comprehensive set of supplemental training to meet individual and role-specific needs.

As a global organization, Gallagher's operational approach to data security and sensitive data such as PHI and PII ties to least privilege – limiting access to data, systems and applications that only align to a user's role and responsibility. Identity management solutions and processes, such as regular user access reviews, govern the principle of least privilege. Policies inclusive of data classification and regulatory requirements for sensitive data handling mandate secure device and data handling practices, as well as controls such as an encryption and data loss prevention. Of note, Data Loss Prevention tooling has been implemented globally to monitor, prevent and detect data leakage.

Our CIO has more than 30 years of experience, including from his prior business and technology leadership roles at Aegon N.V., Citigroup, Inc. and JP Morgan Chase & Company. Our CISO has more than 20 years of cybersecurity experience. Prior to joining us, he was Senior Vice President, Chief Information Security Officer at Brighthouse Financial. Before then, he served as Technology Vice President & Chief Information Security Officer for GE Healthcare. He started his career at Allstate Insurance Company. He also holds security, privacy and risk certifications, including Certified Information Systems Auditor, Certified Information Security Manager and Certified Information Systems Security Professional.

Gallagher remains committed to maintaining and improving our existing security posture. We regularly monitor and assess the policies and procedures in place and continue to work with leading global cybersecurity investigation firms with expertise in data privacy incident response and containment.

We, including our third-party vendors, have experienced cybersecurity incidents and threats and may continue to experience them in the future. Based on the information available as of the date of this Annual Report on Form 10-K, we believe that during the last three fiscal years risks from cybersecurity threats, including as a result of previous cybersecurity incidents, have not materially affected us, including our business strategy, results of operations or financial condition, and as of the date of this Annual Report on Form 10-K, the Company is not aware of any material risks from cybersecurity threats that are reasonably likely to do so. However, we cannot eliminate all risks from cybersecurity threats or provide assurances that the Company will not be materially affected by such risks in the future. Due to evolving cybersecurity threats, we may not be able to protect all information systems and, as an acquisitive organization, integrating information systems as we acquire new businesses may expose us to unexpected liabilities or increase our vulnerability. There can be no guarantee that our policies, programs and controls, and those of our third-party vendors, including those described in this section, will be sufficient to protect our information, information systems or other property. Additional information on cybersecurity risks we face is discussed in Item 1A of Part I, "Risk Factors," which should be read in conjunction with the foregoing information.

Item 2. Properties.

The executive offices of our corporate segment and certain subsidiary and branch facilities of our brokerage and risk management segments are located at 2850 Golf Road, Rolling Meadows, Illinois, where we own approximately 360,000 square feet of space, and can accommodate 2,000 employees at peak capacity.

Elsewhere, we generally operate in leased premises related to the facilities of our brokerage and risk management operations. We prefer to lease office space rather than own real estate related to the branch facilities of our brokerage and risk management segments. Certain of our office space leases have options permitting renewals for additional periods. In addition to minimum fixed rentals, a number of our leases contain annual escalation clauses generally related to increases in an inflation index. See Notes 13 and 15 to our 2025 consolidated financial statements for information with respect to our lease commitments as of December 31, 2025.

Item 3. Legal Proceedings.

Please see the information set forth in Note 15 to our consolidated financial statements, included herein, under "Litigation, Regulatory and Taxation Matters."

Item 4. Mine Safety Disclosures.

Not applicable.

Information About Our Executive Officers

Set forth below are the names, ages, positions and business backgrounds of our executive officers as of the date hereof:

Name	Age	Position and Year First Elected
J. Patrick Gallagher, Jr.	73	Chairman since 2006, Chief Executive Officer since 1995, President 1990 - 2024
Thomas J. Gallagher	67	President since 2024, President of our Global Property/Casualty Brokerage Operations 2017 - 2024, Chairman of our International Brokerage Operation 2010 - 2016
Patrick M. Gallagher	46	Executive Vice President, Chief Operating Officer since 2024, Corporate Vice President and President of Property/Casualty Brokerage Operation in the Americas 2021 - 2024, Chairman, Canada and Caribbean and CEO of Latin America 2019 - 2021, President, Midwest Region of Property/Casualty Brokerage Operation 2016 - 2019
Walter D. Bay	63	Corporate Vice President, General Counsel, Secretary since 2007
Mark H. Bloom	61	Corporate Vice President and Global Chief Information Officer since 2022. Global Chief Information Officer at Aegon N.V., 2016 - 2021
Douglas K. Howell	64	Corporate Vice President, Chief Financial Officer since 2003
Scott R. Hudson	64	Corporate Vice President and President of our Risk Management Operations since 2010
Vishal Jain	64	Corporate Vice President since 2016, Chief Service Officer since 2014
Christopher E. Mead	58	Corporate Vice President, Chief Marketing Officer since 2017
Michael R. Pesch	54	Corporate Vice President, Chief Executive Officer, Global Brokerage – Americas since 2024, Chief Executive Officer – U.S. Retail Brokerage 2016 - 2024
Susan E. Pietrucha	59	Corporate Vice President, Chief Human Resource Officer since 2007
William F. Ziebell	63	President of our Employee Benefit and Consulting Brokerage Operations since 2017, Corporate Vice President since 2011, regional leader in our Employee Benefit and Consulting Brokerage Operations 2004 - 2016

With the exception of Mr. Bloom, we have employed each such person principally in management capacities for more than the past five years. All executive officers are appointed annually and serve at the discretion of our board of directors.

Part II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock is listed on the New York Stock Exchange, trading under the symbol "AJG."

As of January 31, 2026, there were approximately 2,000 holders of record of our common stock.

(c) Issuer Purchases of Equity Securities

The following table shows the purchases of our common stock made by or on behalf of us or any "affiliated purchaser" (as such term is defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934, as amended) of us for each fiscal month in the three-month period ended December 31, 2025:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (3)	Maximum Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs (3) (4)
October 1 through October 31, 2025	14,553	$ 305.99	—	$ 1,500
November 1 through November 30, 2025	6,423	245.04	—	1,500
December 1 through December 31, 2025	7,373	252.71	—	1,500
Total	28,349	$ 278.32	—	

(1) Amounts in this column include shares of our common stock purchased by the trustees of trusts established under our Deferred Equity Participation Plan (which we refer to as the DEPP), our Deferred Cash Participation Plan (which we refer to as the DCPP) and our Supplemental Savings and Thrift Plan (which we refer to as the Supplemental Plan), respectively. These plans are considered to be unfunded for purposes of federal tax law since the assets of these trusts are available to our creditors in the event of our financial insolvency. The DEPP is an unfunded, non-qualified deferred compensation plan that generally provides for awards to certain of our key executives that do not vest and/or distribute until participants reach age 62 (or the one-year anniversary of the date of grant for participants over the age of 61). Under sub-plans of the DEPP for certain production staff, the plan generally provides for vesting and/or distributions no sooner than five years from the date of awards, although certain awards vest and/or distribute after the earlier of fifteen years or the participant reaching age 65. See Note 10 to our 2025 consolidated financial statements for more information regarding the DEPP. The DCPP is an unfunded, non-qualified deferred compensation plan for certain key employees, other than executive officers, that generally provides for vesting and/or distributions no sooner than five years from the date of awards. Under the terms of the DEPP and the DCPP, we may contribute cash to the trust and instruct the trustee to acquire a specified number of shares of our common stock on the open market or in privately negotiated transactions. For the fourth quarter of 2025, we instructed the trustee for the DEPP and the DCPP to reinvest dividends on shares of our common stock held by these trusts and to purchase our common stock using cash that we contributed to the DCPP related to 2025 awards under the DCPP. The Supplemental Plan is an unfunded, non-qualified deferred compensation plan that allows certain highly compensated employees to defer compensation, including match amounts by the Company, on a before-tax basis or after-tax basis. Under the terms of the Supplemental Plan, all amounts credited to an employee's account may be deemed invested, at the employee's election, in a number of investment options that include various mutual funds, an annuity product and a fund representing our common stock. When an employee elects to have some or all of the amounts credited to the employee's account under the Supplemental Plan deemed to be invested in the fund representing our common stock, the trustee of the trust for the Supplemental Plan purchases shares of our common stock in a number sufficient to ensure that the trust holds a number of shares of our common stock with a value equal to the amounts deemed invested in the fund representing our common stock. This is to ensure that at the time when an employee becomes entitled to a distribution under the terms of the Supplemental Plan, any amounts deemed to be invested in the fund representing our common stock are distributed in the form of shares of our common stock held by the trust. We established the trusts for the DEPP, the DCPP and the Supplemental Plan to assist us in discharging our deferred compensation

obligations under these plans. All assets of these trusts, including any shares of our common stock purchased by the trustees, remain, at all times, assets of the Company, subject to the claims of our creditors in the event of our financial insolvency. The terms of the DEPP, the DCPP and the Supplemental Plan do not provide for a specified limit on the number of shares of common stock that may be purchased by the respective trustees of the trusts.

(2) The average price paid per share is calculated on a settlement basis and does not include commissions.

(3) Effective July 28, 2021, the board of directors approved a common stock repurchase plan of up to $1.5 billion of common stock. Repurchases of common stock may be effected from time to time through open market purchases, trading plans established in accordance with the U.S. Securities and Exchange Commission's rules, accelerated stock repurchases, private transactions or other means, depending on satisfactory market conditions, applicable legal requirements and other factors. The repurchase plan has no expiration date and we are under no commitment or obligation to repurchase any particular amount of our common stock under the plan. At our discretion, we may suspend the repurchase plan at any time.

(4) Dollar values stated in millions.

Item 6. [Reserved].

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Introduction

The following discussion and analysis should be read in conjunction with our consolidated financial statements and the related notes included in Item 8 of this annual report. In addition, please see "Information Regarding Non-GAAP Measures and Other" beginning on page 38 for a reconciliation of the non-GAAP measures for adjusted total revenues, organic commission, fee and supplemental revenues and adjusted EBITDAC to the comparable GAAP measures, as well as other important information regarding these measures.

We are engaged in providing insurance brokerage, reinsurance brokerage, consulting services, and third-party property/casualty claims settlement and administration services to entities and individuals around the world. We believe that one of our major strengths is our ability to deliver comprehensively structured insurance and risk management services to our clients. Our brokers, agents and administrators act as intermediaries between underwriting enterprises and our clients and we do not assume net underwriting risks. We are headquartered in Rolling Meadows, Illinois, and provide brokerage, risk management and consulting services in approximately 130 countries around the world through our owned operations and a network of correspondent brokers and consultants and third-party property/casualty claims settlement and administration services through a network of offices located throughout Australia, Canada, New Zealand, the U.K. and the U.S. In 2025, we expanded, and expect to continue to expand, our international operations through both acquisitions and organic growth. We generate approximately 67% of our revenues for the combined brokerage and risk management segments domestically, with the remaining 33% generated internationally, primarily in Australia, Canada, New Zealand and the U.K. (based on 2025 revenues). We have three reportable segments: brokerage, risk management and corporate. Brokerage and risk management contributed approximately 87% and 13%, respectively, to 2025 revenues. Our major sources of operating revenues are commissions, fees and supplemental and contingent revenues from brokerage operations and fees from risk management operations. Interest income, premium finance revenues and other income is generated from invested cash and fiduciary funds and revenue from premium financing.

Prior Year Discussion of Results and Comparisons

For information on fiscal 2024 results and similar comparisons, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Form 10-K for the fiscal year ended December 31, 2024.

Summary of Financial Results - Year Ended December 31,

See the Reconciliations of Non-GAAP Measures on page 38.

	Year 2025		Year 2024		Change	
	Reported GAAP	Adjusted Non-GAAP	Reported GAAP	Adjusted Non-GAAP	Reported GAAP	Adjusted Non-GAAP
	(In millions, except per share data)					
Brokerage Segment						
Revenues	$ 12,192	$ 12,168	$ 9,934	$ 9,941	23 %	22 %
Organic revenues		$ 9,786		$ 9,215		6 %
Net earnings	$ 2,052		$ 1,686		22 %	
Net earnings margin	16.8 %		17.0 %		- 14 bpts	
Adjusted EBITDAC		$ 4,446		$ 3,488		27 %
Adjusted EBITDAC margin		36.5 %		35.1 %		+ 145 bpts
Diluted net earnings per share	$ 7.85	$ 12.10	$ 7.46	$ 10.85	5 %	12 %
Risk Management Segment						
Revenues before reimbursements	$ 1,585	$ 1,583	$ 1,451	$ 1,450	9 %	9 %
Organic revenues		$ 1,489		$ 1,404		6 %
Net earnings	$ 183		$ 175		5 %	
Net earnings margin (before reimbursements)	11.6 %		12.1 %		- 51 bpts	
Adjusted EBITDAC		$ 336		$ 300		12 %
Adjusted EBITDAC margin (before reimbursements)		21.2 %		20.7 %		+ 54 bpts
Diluted net earnings per share	$ 0.70	$ 0.83	$ 0.78	$ 0.86	(10)%	(3)%
Corporate Segment						
Diluted net loss per share	$ (2.81)	$ (2.24)	$ (1.74)	$ (1.61)		
Total Company						
Diluted net earnings per share	$ 5.74	$ 10.69	$ 6.50	$ 10.10	(12)%	6 %
Total Brokerage and Risk Management Segment						
Diluted net earnings per share	$ 8.55	$ 12.93	$ 8.24	$ 11.71	4 %	10 %

In our corporate segment, net after-tax (loss) earnings from our clean energy investments was $(5) million in both 2025 and 2024. At this time, we anticipate our clean energy investments will produce after-tax losses in 2026.

The following provides information that management believes is helpful when comparing revenues before reimbursements, net earnings, EBITDAC and diluted net earnings per share for 2025 and 2024. In addition, these tables provide reconciliations to the most comparable GAAP measures for adjusted revenues, adjusted EBITDAC and adjusted diluted net earnings per share. Reconciliations of EBITDAC for the brokerage and risk management segments are provided on pages 45 and 51 of this filing.

Year Ended December 31 Reported GAAP to Adjusted Non-GAAP Reconciliation:

(In millions, except per share data)

	Revenues Before Reimbursements		Net Earnings (Loss)		EBITDAC		Diluted Net Earnings (Loss) Per Share		
Segment	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**	**Chg**
Brokerage, as reported	$ 12,192	$ 9,934	$ 2,052	$ 1,686	$ 3,856	$ 3,069	$ 7.85	$ 7.46	5 %
Net (gains) on divestitures	(24)	(24)	(18)	(18)	(24)	(24)	(0.07)	(0.08)	
Acquisition integration	—	—	194	143	257	191	0.73	0.63	
Workforce and lease termination	—	—	136	88	183	118	0.53	0.39	
Acquisition related adjustments	—	(26)	127	63	174	121	0.49	0.28	
Amortization of intangible assets	—	—	668	486	—	—	2.57	2.16	
Effective income tax rate impact	—	—	—	(7)	—	—	—	(0.03)	
Levelized foreign currency translation	—	57	—	8	—	13	—	0.04	
Brokerage, as adjusted *	12,168	9,941	3,159	2,449	4,446	3,488	12.10	10.85	12 %
Risk Management, as reported	1,585	1,451	183	175	313	290	0.70	0.78	(10)%
Net (gains) on divestures	(2)	—	(1)	—	(2)	—	—	—	
Acquisition integration	—	—	7	2	9	3	0.03	0.01	
Workforce and lease termination	—	—	9	6	12	7	0.03	0.03	
Acquisition related adjustments	—	—	3	—	4	—	0.01	—	
Amortization of intangibles assets	—	—	16	10	—	—	0.06	0.04	
Levelized foreign currency translation	—	(1)	—	—	—	—	—	—	
Risk Management, as adjusted *	1,583	1,450	217	193	336	300	0.83	0.86	(3)%
Corporate, as reported	1	16	(732)	(390)	(491)	(234)	(2.81)	(1.74)	
Transaction-related costs	—	—	107	26	122	32	0.41	0.12	
Legal, tax and benefit plan related	—	—	42	3	78	—	0.16	0.02	
Clean energy-related	—	(5)	—	(2)	—	(2)	—	(0.01)	
Corporate, as adjusted *	1	11	(583)	(363)	(291)	(204)	(2.24)	(1.61)	
Total Company, as reported	$ 13,778	$ 11,401	$ 1,503	$ 1,471	$ 3,678	$ 3,125	$ 5.74	$ 6.50	(12)%
Total Company, as adjusted *	$ 13,752	$ 11,402	$ 2,793	$ 2,279	$ 4,491	$ 3,584	$ 10.69	$ 10.10	6 %
Total Brokerage and Risk Management, as reported	$ 13,777	$ 11,385	$ 2,235	$ 1,861	$ 4,169	$ 3,359	$ 8.55	$ 8.24	4 %
Total Brokerage and Risk Management, as adjusted *	$ 13,751	$ 11,391	$ 3,376	$ 2,642	$ 4,782	$ 3,788	$ 12.93	$ 11.71	10 %

* For the year ended December 31, 2025, the pretax impact of the brokerage segment adjustments totals $1,482 million, mostly due to non-cash period expenses related to intangible amortization, with a corresponding adjustment to the provision for income taxes of $375 million relating to these items. For the year ended December 31, 2025, the pretax impact of the risk management segment adjustments totals $45 million, with a corresponding adjustment to the provision for income taxes of $11 million relating to these items. For the year ended December 31, 2025, the pretax impact of the corporate segment adjustments totals $200 million, with a corresponding adjustment to the benefit for income taxes of $51 million relating to these items and other tax items noted on page 56. For the corporate segment, the clean energy related adjustments are described on page 56.

Reconciliation of Non-GAAP Measures - Pre-tax Earnings and Diluted Net Earnings per Share

(In millions except share and per share data)

	Earnings (Loss) Before Income Taxes	Provision (Benefit) for Income Taxes	Net Earnings (Loss)	Net Earnings (Loss) Attributable to Noncontrolling Interests	Net Earnings (Loss) Attributable to Controlling Interests	Diluted Net Earnings (Loss) per Share
Year Ended Dec 31, 2025						
Brokerage, as reported	**$ 2,759**	**$ 707**	**$ 2,052**	**$ 9**	**$ 2,043**	**$ 7.85**
Net (gains) on divestitures	(24)	(6)	(18)	—	(18)	(0.07)
Acquisition integration	257	63	194	—	194	0.73
Workforce and lease termination	183	47	136	—	136	0.53
Acquisition related adjustments	172	45	127	—	127	0.49
Amortization of intangible assets	894	226	668	—	668	2.57
Brokerage, as adjusted	$ 4,241	$ 1,082	$ 3,159	$ 9	$ 3,150	$ 12.10
Risk Management, as reported	**$ 249**	**$ 66**	**$ 183**	**$ —**	**$ 183**	**$ 0.70**
Net (gains) on divestitures	(2)	(1)	(1)	—	(1)	—
Acquisition integration	9	2	7	—	7	0.03
Workforce and lease termination	12	3	9	—	9	0.03
Acquisition related adjustments	4	1	3	—	3	0.01
Amortization of intangible assets	22	6	16	—	16	0.06
Risk Management, as adjusted	$ 294	$ 77	$ 217	$ —	$ 217	$ 0.83
Corporate, as reported	**$ (1,137)**	**$ (405)**	**$ (732)**	**$ —**	**$ (732)**	**$ (2.81)**
Transaction-related costs	122	15	107	—	107	0.41
Legal, tax and benefit plan related	78	36	42	—	42	0.16
Corporate, as adjusted	$ (937)	$ (354)	$ (583)	$ —	$ (583)	$ (2.24)
Year Ended Dec 31, 2024						
Brokerage, as reported	**$ 2,259**	**$ 573**	**$ 1,686**	**$ 8**	**$ 1,678**	**$ 7.46**
Net (gains) on divestitures	(24)	(6)	(18)	—	(18)	(0.08)
Acquisition integration	191	48	143	—	143	0.63
Workforce and lease termination	118	30	88	—	88	0.39
Acquisition related adjustments	85	22	63	(3)	66	0.28
Amortization of intangible assets	651	165	486	—	486	2.16
Effective income tax rate impact	—	7	(7)	—	(7)	(0.03)
Levelized foreign currency translation	13	5	8	—	8	0.04
Brokerage, as adjusted	$ 3,293	$ 844	$ 2,449	$ 5	$ 2,444	$ 10.85
Risk Management, as reported	**$ 238**	**$ 63**	**$ 175**	**$ —**	**$ 175**	**$ 0.78**
Acquisition integration	3	1	2	—	2	0.01
Workforce and lease termination	8	2	6	—	6	0.03
Amortization of intangible assets	14	4	10	—	10	0.04
Risk Management, as adjusted	$ 263	$ 70	$ 193	$ —	$ 193	$ 0.86
Corporate, as reported	**$ (622)**	**$ (232)**	**$ (390)**	**$ —**	**$ (390)**	**$ (1.74)**
Transaction-related costs	32	6	26	—	26	0.12
Legal and tax related	—	(3)	3	—	3	0.02
Clean energy related	(2)	—	(2)	—	(2)	(0.01)
Corporate, as adjusted	$ (592)	$ (229)	$ (363)	$ —	$ (363)	$ (1.61)

Acquisition of AssuredPartners and Woodruff Sawyer

On August 18, 2025, we acquired all of the issued and outstanding stock of Dolphin TopCo, Inc., the holding company of AssuredPartners, Inc., a Delaware corporation (which we refer to, together with its subsidiaries, as "AssuredPartners") for gross consideration of $13.8 billion. AssuredPartners is a leading U.S. insurance broker with client capabilities across commercial property/casualty, specialty, employee benefits and personal lines with operations in the U.K. and Ireland. We raised $8.5 billion of cash in our December 11, 2024 follow-on common stock offering and borrowed $5.0 billion of cash in our December 19, 2024 senior notes issuance (which we refer to, together with the follow-on common stock offering, as the AssuredPartners Financing) to fund the transaction. On January 7, 2025, we received an additional $1.3 billion of cash due to the exercise by the underwriters of the overallotment provision related to the follow-on common stock offering. AssuredPartners had over 10,900 employees serving through offices located across the U.S., U.K. and Ireland.

On April 10, 2025, we acquired all of the issued and outstanding stock of Woodruff-Sawyer & Co. (which we refer to as Woodruff Sawyer) for consideration of $1.2 billion. We funded the transaction using cash on hand. Woodruff Sawyer provides a full suite of commercial property/casualty products, employee benefits solutions and risk management services with a focus on middle and large market clients. Immediately prior to closing, Woodruff Sawyer had over 600 employees serving clients through 14 U.S. offices and one U.K. office.

Insurance Market Overview

Fluctuations in premiums charged by property/casualty underwriting enterprises have a direct and potentially material impact on the insurance brokerage industry. Commission revenues are generally based on a percentage of the premiums paid by insureds and normally follow premium levels. Insurance premiums are cyclical in nature and may vary widely based on market conditions. Various factors, including competition for market share among underwriting enterprises, increased underwriting capacity and improved economies of scale following consolidations, can result in flat or reduced property/casualty premium rates (a "soft" market). A soft market tends to put downward pressure on commission revenues. Various countervailing factors, such as greater than anticipated loss experience, unexpected loss exposure and capital shortages, can result in increasing property/casualty premium rates (a "hard" market). A hard market tends to favorably impact commission revenues. Hard and soft markets may be broad-based or more narrowly focused across individual product lines or geographic areas. As markets harden, buyers of insurance (such as our brokerage clients), have historically tried to mitigate premium increases and the higher commissions these premiums generate, including by raising their deductibles and/or reducing the overall amount of insurance coverage they purchase. As the market softens, or costs decrease, these trends have historically reversed. During a hard market, buyers may switch to negotiated fee in lieu of commission arrangements to compensate us for placing their risks, or may consider the alternative insurance market, which includes self-insurance, captives, rent-a-captives, risk retention groups and capital market solutions to transfer risk. Our brokerage units are very active in these markets as well. While increased use by insureds of these alternative markets historically has reduced commission revenue to us, such trends generally have been accompanied by new sales and renewal increases in the areas of risk management, claims management, captive insurance and self-insurance services and related growth in fee revenue. Inflation tends to increase the levels of insured values and risk exposures, resulting in higher overall premiums and higher commissions. However, the impact of hard and soft market fluctuations has historically had a greater impact on changes in premium rates, and therefore on our revenues, than inflationary pressures.

We use the Council of Insurance Agents & Brokers (which we refer to as the CIAB) insurance pricing quarterly survey as an indicator of the insurance rate environment. The CIAB represents the leading domestic and international insurance brokers, who write approximately 85% of the commercial property/casualty premiums in the U.S. The fourth quarter 2025 survey had not been published as of the filing date of this report. The first three 2025 quarterly surveys indicated that U.S. commercial property/casualty rates increased by 4.2%, 3.7%, and 1.6% on average, for the first, second and third quarters of 2025, respectively, indicating overall continued price firming.

We are seeing carrier competition across property related coverages and continued caution within casualty lines, particularly in the U.S. We believe these trends are likely to persist throughout 2026. We estimate global insured natural catastrophe losses were approximately $129 billion during 2025, below the 5-year annual average loss of $155 billion. More normalized global loss activity during 2026 may cause insurance and/or reinsurance carriers to increase property pricing upon renewal. Additionally, elevated loss trends and continued profitability concerns within casualty coverages, could lead to a more difficult rate and conditions environment in certain lines. The combination of increasing insurable values (due to inflation, including wage inflation), a tight labor market and low unemployment is likely contributing to increases in client insured exposures.

We expect that our history of strong new business generation, solid retentions and enhanced value-added services for our carrier partners should all result in further organic growth opportunities around the world. Our professionals can demonstrate their expertise and high-quality, value-added capabilities by strengthening our clients' insurance portfolios and delivering insurance and risk management solutions within our clients' budget.

Business Combinations and Dispositions

See Note 3 to our 2025 consolidated financial statements for a discussion of our 2025 business combinations.

Results of Operations

Information Regarding Non-GAAP Measures and Other

In the discussion and analysis of our results of operations that follows, in addition to reporting financial results in accordance with GAAP, we provide information regarding EBITDAC, EBITDAC margin, adjusted EBITDAC, adjusted EBITDAC margin, diluted net earnings per share, as adjusted (adjusted EPS), adjusted revenue, adjusted compensation and operating expenses, adjusted compensation expense ratio, adjusted operating expense ratio and organic revenue. These measures are not in accordance with, or an alternative to, the GAAP information provided in this report. We believe that these presentations provide useful information to management, analysts and investors regarding financial and business trends relating to our results of operations and financial condition or because they provide investors with measures that our chief operating decision maker uses when reviewing the Company's performance. See further below for definitions and additional reasons each of these measures is useful to investors. Our industry peers may provide similar supplemental non-GAAP information with respect to one or more of these measures, although they may not use the same or comparable terminology and may not make identical adjustments. The non-GAAP information we provide should be used in addition to, but not as a substitute for, the GAAP information provided. As disclosed in our most recent Proxy Statement, we make determinations regarding certain elements of executive officer incentive compensation, performance share awards and annual cash incentive awards, partly on the basis of measures related to adjusted EBITDAC.

Adjusted Non-GAAP presentation - We believe that the adjusted non-GAAP presentation of our 2025 and 2024 information, presented on the following pages, provides stockholders and other interested persons with useful information regarding certain financial metrics that may assist such persons in analyzing our operating results as they develop a future earnings outlook for us. The after-tax amounts related to the adjustments were computed using the normalized effective tax rate for each respective period.

- **Adjusted measures** - Revenues (for the brokerage segment), revenues before reimbursements (for the risk management segment), net earnings, compensation expense and operating expense, respectively, each adjusted to exclude the following, as applicable:
  - Net gains (losses) on divestitures, which are primarily net proceeds received related to sales of books of business and other divestiture transactions, such as the disposal of a business through sale or closure.
  - Acquisition integration costs, which include costs related to certain large acquisitions (including the acquisitions of the Willis Towers Watson plc treaty reinsurance brokerage operations (which we refer to as Willis Re), Buck, Cadence Insurance, Eastern Insurance, My Plan Manager, Woodruff Sawyer and AssuredPartners), outside the scope of our usual tuck-in strategy, not expected to occur on an ongoing basis in the future once we fully assimilate the applicable acquisition. These costs are typically associated with redundant workforce, compensation expense related to amortization of certain retention bonus arrangements, extra lease space, duplicate services and external costs incurred to assimilate the acquisition into our IT related systems.
  - Transaction-related costs, which are associated with completed, future and terminated acquisitions. Costs primarily relate to the acquisitions of Willis Re, Buck, Cadence Insurance, Eastern Insurance, all of which closed in 2023, as well as Woodruff Sawyer and AssuredPartners, which closed in April 2025 and August 2025, respectively. These include costs related to regulatory filings, legal and accounting services, insurance and incentive compensation.

- Workforce related charges, which primarily include severance costs (either accrued or paid) related to employee terminations and other costs associated with redundant workforce.
- Lease termination related charges, which primarily include costs related to terminations of real estate leases and abandonment of leased space.
- Acquisition related adjustments principally relate to changes in estimated acquisition earnout payables adjustments and acquisition related compensation charges. In addition, from time to time may include changes in balance sheet estimates arising from conforming accounting principles, purchase-related true-ups and other balance sheet adjustments made after the closing date; the net impact on the results for first quarter 2024 was approximately $26 million of revenues and approximately $28 million of compensation expense.
- Amortization of intangible assets which reflects the amortization of customer/expiration lists, non-compete agreements, trade names and other intangible assets acquired through our merger and acquisition strategy, the impact to amortization expense of acquisition valuation adjustments to these assets as well as non-cash impairment charges.
- The impact of foreign currency translation, as applicable. The amounts excluded with respect to foreign currency translation are calculated by applying current year foreign exchange rates to the same period in the prior year.
- Effective income tax rate impact, which levelizes the prior year for the change in current year tax rates.
- Legal and tax related, which represents the impact of adjustments in 2025 and 2024 related to costs associated with legal and tax matters.
- Benefit plan related, which represents the impact of adjustments in 2025 related to costs associated with the termination of the Gallagher U.S. defined pension plan and other benefit plan changes.

- **Adjusted ratios -** Adjusted compensation expense and adjusted operating expense, respectively, each divided by adjusted revenues.

Non-GAAP Earnings Measures

- **EBITDAC and EBITDAC Margin -** EBITDAC is net earnings before interest, income taxes, depreciation, amortization and the change in estimated acquisition earnout payables and EBITDAC margin is EBITDAC divided by total revenues (for the brokerage segment) and revenues before reimbursements (for the risk management segment). These measures for the brokerage and risk management segments provide a meaningful representation of our operating performance for the overall business and provide a meaningful way to measure our financial performance on an ongoing basis.
- **EBITDAC, as Adjusted and EBITDAC Margin, as Adjusted -** Adjusted EBITDAC is EBITDAC adjusted to exclude net gains on divestitures, acquisition integration costs, workforce related charges, lease termination related charges, acquisition related adjustments, transaction related costs, and the period-over-period impact of foreign currency translation, as applicable and Adjusted EBITDAC margin is Adjusted EBITDAC divided by total adjusted revenues (defined above). These measures for the brokerage and risk management segments provide a meaningful representation of our operating performance, and are also presented to improve the comparability of our results between periods by eliminating the impact of the items that have a high degree of variability.
- **EPS, as Adjusted and Net Earnings, as Adjusted -** Adjusted net earnings have been adjusted to exclude the after-tax impact of net gains on divestitures, acquisition integration costs, the impact of foreign currency translation, workforce related charges, lease termination related charges, acquisition related adjustments, transaction related costs,

amortization of intangible assets, and effective income tax rate impact, as applicable. Adjusted EPS is Adjusted Net Earnings divided by diluted weighted average shares outstanding. This measure provides a meaningful representation of our operating performance (and as such should not be used as a measure of our liquidity), and for the overall business is also presented to improve the comparability of our results between periods by eliminating the impact of the items that have a high degree of variability.

Organic Revenues (a non-GAAP measure) - Organic revenue change measures the year-over-year percentage change in organic revenue. For the brokerage segment, organic revenue consists of base commission and fee revenues, supplemental revenues and contingent revenues excludes the first twelve months of such revenues generated from acquisitions and such revenues related to divested operations which include disposals of a business through sale or closure, estimate changes, run-off of a business and the restructuring and/or repricing of programs and products in each year presented. Such revenues are excluded from organic revenues in order to help interested persons analyze the revenue growth associated with the operations that were a part of our business in both the current and prior year. In order to improve the comparability of our results between periods, we further exclude the period-over-period impact of foreign currency translation; revenue from certain large life product sales within Gallagher's Executive Life and Benefits practice group (which are typically large, singular transactions with a high degree of variability in amount and timing); and revenue attributable to changes in assumptions used to calculate estimated deferred revenues, which impact the quarterly timing of revenues during the annual contract period. For the risk management segment, organic revenues consists of fee revenues excludes the first twelve months of such revenues generated from acquisitions and such revenues related to divested operations in each year presented. In order to improve the comparability of our results between periods, we further exclude the period-over-period impact of foreign currency translation

These revenue items are excluded from organic revenues in order to determine a comparable, but non-GAAP, measurement of revenue growth that is associated with the revenue sources that are expected to continue in the current year and beyond as well as eliminating the impact of the items that have a high degree of variability. We have historically viewed organic revenue growth as an important indicator when assessing and evaluating the performance of our brokerage and risk management segments. We also believe that using this non-GAAP measure allows readers of our financial statements to measure, analyze and compare the growth from our brokerage and risk management segments in a meaningful and consistent manner.

Reconciliation of Non-GAAP Information Presented to GAAP Measures - This report includes tabular reconciliations to the most comparable GAAP measures, as follows: for EBITDAC (on pages 45 and 51), for adjusted revenues, adjusted EBITDAC and adjusted diluted net earnings per share (on page 37), for organic revenue measures (on pages 46 and 51), respectively, for the brokerage and risk management segments, for adjusted compensation and operating expenses and adjusted EBITDAC margin (on page 48), respectively, for the brokerage segment and (on page 52) for the risk management segment.

Brokerage

The brokerage segment accounted for 87% of our revenue in 2025. Our brokerage segment is primarily comprised of retail, wholesale and reinsurance brokerage operations. Our brokerage segment generates revenues by:

- Identifying, negotiating and placing all forms of insurance (or insurance-like) coverage, as well as providing data analytics, risk-shifting, risk-sharing and risk-mitigation consulting services, principally related to property/casualty, life, health, welfare and disability insurance. We also provide these services through, or in conjunction with, other unrelated agents and brokers, consultants and management advisors;
- Identifying, negotiating and placing all forms of reinsurance coverage, as well as providing capital markets services, including acting as underwriter, with respect to insurance linked securities, weather derivatives, capital raising and selected merger and acquisition advisory activities;
- Acting as an agent or broker for multiple underwriting enterprises by providing services such as sales, marketing, selecting, negotiating, underwriting, servicing and placing insurance coverage on their behalf;
- Providing consulting services related to health and welfare benefits, voluntary benefits, executive benefits, compensation, retirement planning, institutional investment and

fiduciary, actuarial, compliance, private insurance exchange, human resources technology, communications and benefits administration; and

- Providing management and administrative services to captives, pools, risk-retention groups, healthcare exchanges, small underwriting enterprises, such as accounting, claims and loss processing assistance, feasibility studies, actuarial studies, data analytics and other administrative services.

The primary source of revenues for our brokerage services is commissions from underwriting enterprises, based on a percentage of premiums paid by our clients, or fees received from clients based on an agreed level of service usually in lieu of commissions. Commissions are fixed at the contract effective date and generally are based on a percentage of premiums for insurance coverage or employee headcount for employer sponsored benefit plans. Commissions depend upon a large number of factors, including the type of risk being placed, the particular underwriting enterprise's demand, the expected loss experience of the particular risk of coverage, and historical benchmarks surrounding the level of effort necessary for us to place and service the insurance contract. Rather than being tied to the amount of premiums, fees are most often based on an expected level of effort to provide our services. In addition, under certain circumstances, both retail brokerage and wholesale brokerage services receive supplemental and contingent revenues. Supplemental revenue is revenue paid by an underwriting enterprise that is above the base commission paid, is determined by the underwriting enterprise and is established annually in advance of the contractual period based on historical performance criteria. Contingent revenue is revenue paid by an underwriting enterprise based on the overall profit and/or volume of the business placed with that underwriting enterprise during a particular calendar year and is determined after the contractual period.

Financial information relating to our brokerage segment results for 2025 and 2024 (in millions, except per share, percentages and workforce data):

Statement of Earnings	2025	2024	Change
Commissions	$ 8,024	$ 6,694	$ 1,330
Fees	2,646	2,193	453
Supplemental revenues	466	359	107
Contingent revenues	324	268	56
Interest income, premium finance revenues and other income	732	420	312
Total revenues	12,192	9,934	2,258
Compensation	6,660	5,502	1,158
Operating	1,676	1,363	313
Depreciation	159	133	26
Amortization	894	651	243
Change in estimated acquisition earnout payables	44	26	18
Total expenses	9,433	7,675	1,758
Earnings before income taxes	2,759	2,259	500
Provision for income taxes	707	573	134
Net earnings	2,052	1,686	366
Net earnings attributable to noncontrolling interests	9	8	1
Net earnings attributable to controlling interests	$ 2,043	$ 1,678	$ 365
Diluted net earnings per share	$ 7.85	$ 7.46	$ 0.39
Other Information			
Change in diluted net earnings per share	5 %	41 %	
Growth in revenues	23 %	15 %	
Organic change in commissions and fees	6 %	7 %	
Compensation expense ratio	55 %	55 %	
Operating expense ratio	14 %	14 %	
Effective income tax rate	26 %	25 %	
Workforce at end of period (includes acquisitions)	55,561	42,091	
Identifiable assets at December 31	$ 51,545	$ 46,439	

The following provides information that management believes is helpful when comparing EBITDAC and adjusted EBITDAC for 2025 and 2024 (in millions):

		2025	2024	Change
Net earnings, as reported		$ 2,052	$ 1,686	22 %
Provision for income taxes		707	573	
Depreciation		159	133	
Amortization		894	651	
Change in estimated acquisition earnout payables		44	26	
EBITDAC		3,856	3,069	26 %
Net (gains) on divestitures		(24)	(24)	
Acquisition integration		257	191	
Workforce and lease termination related charges		183	118	
Acquisition related adjustments		174	121	
Levelized foreign currency translation		—	13	
EBITDAC, as adjusted		$ 4,446	$ 3,488	27 %
Net earnings margin, as reported	*	16.8%	17.0%	- 14 bpts
EBITDAC margin, as adjusted	*	36.5%	35.1%	+ 145 bpts
Reported revenues		$ 12,192	$ 9,934	
Adjusted revenues - see page 37		$ 12,168	$ 9,941	

* 2025 and 2024 adjusted EBITDAC margin includes approximately $363 million and $20 million, respectively, of interest income revenues earned on the proceeds received in December 2024 related to the AssuredPartners Financing.

Commissions and fees - The aggregate increase in base commissions and fees for 2025 was due to revenues associated with acquisitions, divested operations and other that were made during 2025 and 2024 ($1,598 million) and organic revenue growth. Commission revenues increased 20% and fee revenues increased 21% in 2025 compared to 2024. The organic change in base commission and fee revenues was 6% in 2025 and 7% in 2024.

In our property/casualty brokerage operations, during the twelve-month period ended December 31, 2025, we saw strong customer retention and, new business generation, in addition to continued renewal premiums increases (premium rates and exposures). We believe these favorable trends should continue in 2026; however, if economic conditions worsen or renewal premium increases slow, we could see our revenue growth be lower than growth in 2025.

Items excluded from organic revenue computations yet impacting revenue comparisons for 2025 and 2024 include the following (in millions):

	Year Ended December 31,		
	2025	2024	Change
Base Commissions and Fees			
Commission and fees, as reported	$ 10,670	$ 8,887	20 %
Less commission and fee revenues from acquisitions, divested operations and other	(1,598)	(351)	
Levelized foreign currency translation	—	48	
Organic base commission and fees	$ 9,072	$ 8,584	6 %
Supplemental revenues			
Supplemental revenues, as reported	$ 466	$ 359	30 %
Less supplemental revenues from acquisitions, divested operations and other	(33)	—	
Levelized foreign currency translation	—	3	
Organic supplemental revenues	$ 433	$ 362	20 %
Contingent revenues			
Contingent revenues, as reported	$ 324	$ 268	21 %
Less contingent revenues from acquisitions, divested operations and other	(43)	—	
Levelized foreign currency translation	—	1	
Organic contingent revenues	$ 281	$ 269	5 %
Total reported commissions, fees, supplemental revenues and contingent revenues	$ 11,460	$ 9,514	20 %
Less commissions, fees, supplemental revenues and contingent revenues from acquisitions, divested operations and other	(1,674)	(351)	
Levelized foreign currency translation	—	52	
Total organic commissions, fees supplemental revenues and contingent revenues	$ 9,786	$ 9,215	6 %

Acquisition Activity	2025	2024
Number of acquisitions closed	31	46
Estimated annualized revenues acquired (in millions)	$ 3,508	$ 363

For 2025 and 2024, we issued 58,000 and 512,000, shares, respectively, of our common stock at the request of sellers and/or in connection with tax-free exchange acquisitions.

On December 19, 2024, we closed and funded an offering of $5,000 million of unsecured senior notes in five tranches. The $750 million aggregate principal amount of 4.60% Senior Notes is due in 2027, $750 million aggregate principal amount of 4.85% Senior Notes is due in 2029, $500 million aggregate principal amount of 5.00% Senior Notes is due in 2032, $1,500 million aggregate principal amount of 5.15% Senior Notes is due in 2035, $1,500 million aggregate principal amount 5.55% Senior Notes is due in 2055. The weighted average interest rate is 5.25% per annum after giving effect to underwriting costs and a net hedge gain. During 2024, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash gain of approximately $4 million on the hedging transactions that will be recognized on a pro rata basis as a decrease to our reported interest expense over ten years. We used the net proceeds of this offering to fund a portion of the cash consideration payable in connection with the AssuredPartners transaction and for general corporate purposes, including other acquisitions.

On February 12, 2024, we closed and funded an offering of $1,000 million of unsecured senior notes in two tranches. The $500 million aggregate principal amount of 5.45% Senior Notes is due in 2034 and $500 million aggregate principal amount of 5.75% Senior Notes is due in 2054. The weighted average interest rate is 5.71% per annum after giving effect to underwriting costs and a net hedge loss. During 2023, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash loss of approximately $1 million on the hedging transactions that will be recognized on a pro rata basis as an increase to our reported interest expense over ten years. We used the proceeds of these offerings to fund acquisitions, earnout payments related to acquisitions and general corporate purposes.

Supplemental and contingent revenues - Reported supplemental and contingent revenues recognized in 2025 and 2024 by quarter are as follows (in millions):

	Q1	Q2	Q3	Q4	Full Year
2025					
Reported supplemental revenues	$ 114	$ 103	$ 117	$ 132	$ 466
Reported contingent revenues	93	73	75	83	324
Reported supplemental and contingent revenues	$ 207	$ 176	$ 192	$ 215	$ 790
2024					
Reported supplemental revenues	$ 94	$ 89	$ 79	$ 97	$ 359
Reported contingent revenues	86	60	69	53	268
Reported supplemental and contingent revenues	$ 180	$ 149	$ 148	$ 150	$ 627

Interest income, premium finance revenues and other income - This primarily represents interest income earned on cash, cash equivalents and fiduciary cash and revenues from premium financing, income from equity investments and net gains related to divestitures and sales of books of business.

Interest income, premium finance revenues and other income in 2025 increased compared to 2024 primarily due to increases in interest income earned on our own and fiduciary funds, including the $363 million interest income earned in 2025 related to the proceeds from the AssuredPartners Financing.

The following table provides a reconciliation of brokerage segment interest income, premium finance revenues and other income, as reported in our consolidated financial statements to interest income earned on cash, cash equivalents and fiduciary cash (in millions):

	2025	2024
Interest income, premium finance revenues and other income	$ 732	$ 420
Less:		
Net (gains) on divestitures	(24)	(24)
Premium financing revenues and net earnings from equity interests	(113)	(108)
Interest income from cash, cash equivalents and fiduciary cash	$ 595	$ 288

Compensation expense - The following provides non-GAAP information that management believes is helpful when comparing 2025 and 2024 compensation expense (in millions):

	2025	2024
Compensation expense, as reported	$ 6,660	$ 5,502
Acquisition integration	(135)	(107)
Workforce related charges	(171)	(108)
Acquisition related adjustments	(174)	(147)
Levelized foreign currency translation	—	30
Compensation expense, as adjusted	$ 6,180	$ 5,170
Reported compensation expense ratios	54.6 %	55.4 %
Adjusted compensation expense ratios	50.8 %	52.0 %
Reported revenues	$ 12,192	$ 9,934
Adjusted revenues - see page 37	$ 12,168	$ 9,941

The $1,158 million increase in compensation expense in 2025 compared to 2024 was primarily due to compensation associated with the acquisitions completed in the twelve-month period ended December 31, 2025 - $875 million, increases in base compensation to service and support organic growth and employee benefit costs, partially offset by decreased incentive compensation - $165 million in the aggregate, workforce and lease termination related charges - $63 million, acquisition integration costs - $28 million, and acquisition earnout related adjustments - $27 million.

Operating expense - The following provides non-GAAP information that management believes is helpful when comparing 2025 and 2024 operating expense (in millions):

	2025	2024
Operating expense, as reported	$ 1,676	$ 1,363
Acquisition integration	(122)	(84)
Workforce and lease termination related charges	(13)	(10)
Levelized foreign currency translation	—	14
Operating expense, as adjusted	$ 1,541	$ 1,283
Reported operating expense ratios	13.8 %	13.7 %
Adjusted operating expense ratios	12.7 %	12.9 %
Reported revenues	$ 12,192	$ 9,934
Adjusted revenues - see page 37	$ 12,168	$ 9,941

The $313 million increase in operating expense in 2025 compared to 2024, was primarily due to expenses associated with the acquisitions completed in the twelve-month period ended December 31, 2025 - $233 million, additional investments in technology, partially offset by lesser real estate costs - $39 million in the aggregate, acquisition integration costs - $38 million, and workforce and lease termination related charges - $3 million.

Depreciation - The increase in depreciation expense in 2025 compared to 2024 was due primarily to the impact of purchases of furniture, equipment and leasehold improvements related to office consolidations and moves, and expenditures related to upgrading computer systems. Also contributing to the increases in depreciation expense in 2025 was the depreciation expense associated with acquisitions completed in 2025 and the latter part of 2024.

Amortization - The increase in amortization in 2025 compared to 2024 was primarily due to the impact of amortization expense of intangible assets associated with acquisitions completed in 2025 and 2024, partially offset by the impact of acquisition valuation true-ups recorded in 2025 relating to acquisitions made in 2025 and 2024. Expiration lists, non-compete agreements and trade names are amortized using the straight-line method over their estimated useful lives (two to fifteen years for expiration lists, two to six years for non-compete agreements and two to fifteen years for trade names). Based on the results of impairment reviews performed on amortizable intangible assets in 2025 and 2024, we wrote off $66 million and $19 million, respectively, of amortizable intangible assets related to the brokerage segment. We review all of our intangible assets for impairment periodically (at least annually for goodwill) and whenever events or

changes in business circumstances indicate that the carrying value of the assets may not be recoverable. We perform such impairment reviews at the division (i.e., reporting unit) level with respect to goodwill and at the business unit level for amortizable intangible assets. In reviewing intangible assets, if the undiscounted future cash flows were less than the carrying amount of the respective (or underlying) asset, an indicator of impairment would exist and further analysis would be required to determine whether or not a loss would need to be charged against current period earnings as a component of amortization expense. In October 2025, we performed a qualitative impairment review on carrying value of our goodwill for all of our reporting units and no indicators of impairment were noted as of December 31, 2025.

Change in estimated acquisition earnout payables - The change in the expense from the change in estimated acquisition earnout payables in 2025 compared to 2024 was due primarily to adjustments made to the estimated fair value of earnout obligations related to revised assumptions due to rising interest rates and increased market volatility and projections of future performance. During 2025 and 2024, we recognized $48 million and $61 million, respectively, of expense related to the accretion of the discount recorded for earnout obligations in connection with our acquisitions made from 2022 to 2025. During 2025 and 2024, we recognized $4 million and $36 million of income, respectively, related to net adjustments in the estimated fair market values of earnout obligations in connection with revised projections of future performance for 126 and 91 acquisitions, respectively. The net adjustments in 2024 include changes made to the estimated fair value of the Willis Re acquisition earnout and reflect updated assumptions as of December 31, 2024 and are based on actual 2024 recognized revenues.

The amounts initially recorded as earnout payables for our 2022 to 2025 acquisitions were measured at fair value as of the acquisition date and are primarily based upon the estimated future operating results of the acquired entities over a two- to three-year period subsequent to the acquisition date. The fair value of these earnout obligations is based on the present value of the expected future payments to be made to the sellers of the acquired entities in accordance with the provisions outlined in the respective purchase agreements. In determining fair value, we estimate the acquired entity's future performance using financial projections developed by management for the acquired entity and market participant assumptions that were derived for revenue growth and/or profitability. We estimate future earnout payments using the earnout formula and performance targets specified in each purchase agreement and these financial projections. Subsequent changes in the underlying financial projections or assumptions will cause the estimated earnout obligations to change and such adjustments are recorded in our consolidated statement of earnings when incurred. Increases in the earnout payable obligations will result in the recognition of expense and decreases in the earnout payable obligations will result in the recognition of income.

Provision for income taxes - The brokerage segment's effective tax rate in 2025 and 2024 was 25.6% and 25.4%, respectively. We anticipate reporting an effective tax rate of approximately 24.5% to 26.5% in our brokerage segment based on known changes in tax rates in future periods.

Net earnings attributable to noncontrolling interests - The amounts reported in this line for 2025 and 2024 include noncontrolling interest earnings of $9 million and $8 million, respectively.

Litigation, Regulatory and Taxation Matters - We routinely are involved in legal proceedings, claims, disputes, regulatory matters and governmental inspections or investigations arising in the ordinary course of or incidental to our business, including relating to E&O claims and those noted below in this section. We record accruals in the consolidated financial statements for pending litigation when we determine that an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. For the matters we disclose that do not include an estimate of the amount of loss or range of losses, such an estimate is not possible or is immaterial, and we may be unable to estimate the possible loss or range of losses that could potentially result from the application of non-monetary remedies, unless disclosed below. We currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations or cash flows. However, legal proceedings and government investigations are subject to inherent uncertainties, and unfavorable rulings or other events could occur, including the payment of substantial monetary damages or an injunction or other order prohibiting us from selling one or more products at all or in particular ways, precluding particular business practices or requiring other remedies, which may result in a material adverse impact on our business, results of operations or financial position.

As previously disclosed, our IRC 831(b) (or "micro-captive") advisory services business has been under a promoter investigation by the IRS since 2013. Among other matters, the IRS is investigating whether we have been acting as a tax shelter promoter in connection with these operations. Additionally, the IRS is conducting a criminal investigation related to IRC 831(b) micro-captive underwriting enterprises. We have been advised that we are not a target of the criminal investigation. We are fully cooperating with both matters.

Risk Management

The risk management segment accounted for 13% of our revenue in 2025. Our risk management segment operations provide contract claim settlement, claim administration, loss control services and risk management consulting for commercial, nonprofit, captive and public sector entities, and various other organizations that choose to self-insure property/casualty coverages or choose to use a third-party claims management organization rather than the claim services provided by underwriting enterprises. Revenues for our risk management segment are comprised of fees generally negotiated (i) on a per-claim or per-service basis, (ii) on a cost-plus basis, or (iii) as performance-based fees. We also provide risk management consulting services that are recognized as the services are delivered.

Financial information relating to our risk management segment results for 2025 and 2024 (in millions, except per share, percentages and workforce data):

Statement of Earnings	2025	2024	Change
Fees	$ 1,549	$ 1,414	$ 135
Interest income and other income	36	37	(1)
Revenues before reimbursements	1,585	1,451	134
Reimbursements	164	154	10
Total revenues	1,749	1,605	144
Compensation	974	882	92
Operating	298	279	19
Reimbursements	164	154	10
Depreciation	40	38	2
Amortization	22	14	8
Change in estimated acquisition earnout payables	2	—	2
Total expenses	1,500	1,367	133
Earnings before income taxes	249	238	11
Provision for income taxes	66	63	3
Net earnings	183	175	8
Net earnings attributable to noncontrolling interests	—	—	—
Net earnings attributable to controlling interests	$ 183	$ 175	$ 8
Diluted earnings per share	$ 0.70	$ 0.78	$ (0.08)
Other information			
Change in diluted earnings per share	(10)%	11 %	
Growth in revenues (before reimbursements)	9 %	13 %	
Organic change in fees (before reimbursements)	6 %	8 %	
Compensation expense ratio (before reimbursements)	61 %	61 %	
Operating expense ratio (before reimbursements)	19 %	19 %	
Effective income tax rate	26 %	27 %	
Workforce at end of period (includes acquisitions)	10,889	10,339	
Identifiable assets at December 31	$ 2,274	$ 1,662	

The following provides non-GAAP information that management believes is helpful when comparing 2025 and 2024 EBITDAC and adjusted EBITDAC (in millions):

	2025	2024	Change
Net earnings, as reported	$ 183	$ 175	5 %
Provision for income taxes	66	63	
Depreciation	40	38	
Amortization	22	14	
Change in estimated acquisition earnout payables	2	—	
Total EBITDAC	313	290	8 %
Net (gains) on divestitures	(2)	—	
Acquisition integration	9	3	
Workforce and lease termination related charges	12	7	
Acquisition related adjustments	4	—	
Levelized foreign currency translation	—	—	
EBITDAC, as adjusted	$ 336	$ 300	12 %
Net earnings margin, before reimbursements, as reported	11.6 %	12.1 %	- 51 bpts
EBITDAC margin, before reimbursements, as adjusted	21.2 %	20.7 %	+ 54 bpts
Reported revenues before reimbursements	$ 1,585	$ 1,451	
Adjusted revenues - before reimbursements - see page 37	$ 1,583	$ 1,450	

Fees - In 2025, new business production was strong, while client retention remained excellent relative to 2024. We believe these favorable net new business trends should continue for 2026, however, worsening economic conditions or a reversal in the number of workers employed, could cause fewer new liability and core workers' compensation claims to arise in future quarters. Organic change in fee revenues was 6% in 2025 and 8% in 2024.

Items excluded from organic fee computations yet impacting revenue comparisons in 2025 and 2024 include the following (in millions):

	Year Ended December 31,		
	2025	2024	Change
Fees	$ 1,538	$ 1,406	9 %
International performance bonus fees	11	8	
Fees as reported	1,549	1,414	10 %
Less fees from acquisitions	(60)	—	
Less divested operations	—	(9)	
Levelized foreign currency translation	—	(1)	
Organic fees	$ 1,489	$ 1,404	6 %

Acquisition Activity	2025	2024
Number of acquisitions closed	2	2
Estimated annualized revenues acquired (in millions)	$ 54	$ 24

Reimbursements - Reimbursements represent amounts received from clients reimbursing us for certain third-party costs associated with providing our claims management services. In certain service partner relationships, we are considered a principal because we direct the third party, control the specified service and combine the services provided into an

integrated solution. Given this principal relationship, we are required to recognize revenue on a gross basis and service partner vendor fees in the operating expense line in our consolidated statement of earnings.

Interest income and other income - Interest income and other income primarily represents interest income earned on cash, cash equivalents and fiduciary cash. Interest income and other income in 2025 remained relatively flat compared to 2024 primarily due to interest income earned on fiduciary cash.

Compensation expense - The following provides non-GAAP information that management believes is helpful when comparing 2025 and 2024 compensation expense compensation expense (in millions):

	2025	2024
Compensation expense, as reported	$ 974	$ 882
Acquisition integration	(3)	(2)
Workforce and lease termination related charges	(9)	(4)
Acquisition related adjustments	(4)	—
Levelized foreign currency translation	—	(2)
Compensation expense, as adjusted	$ 958	$ 874
Reported compensation expense ratios (before reimbursements)	61.5 %	60.8 %
Adjusted compensation expense ratios (before reimbursements)	60.5 %	60.3 %
Reported revenues (before reimbursements)	$ 1,585	$ 1,451
Adjusted revenues (before reimbursements) - see page 37	$ 1,583	$ 1,450

The $92 million increase in compensation expense in 2025 compared to 2024 was primarily due to increases in base and incentive compensation to service and support organic growth as well as employee benefit costs - $43 million in the aggregate, compensation associated with the acquisitions completed in the twelve-month period ended December 31, 2025 - $39 million, workforce and lease termination related charges - $5 million, acquisition earnout related adjustments - $4 million, and acquisition integration related costs - $1 million.

Operating expense - The following provides non-GAAP information that management believes is helpful when comparing 2025 and 2024 operating expense operating expense (in millions):

	2025	2024
Operating expense, as reported	$ 298	$ 279
Acquisition integration	(6)	(1)
Workforce and lease termination related charges	(3)	(3)
Levelized foreign currency translation	—	1
Operating expense, as adjusted	$ 289	$ 276
Reported operating expense ratios (before reimbursements)	18.8 %	19.2 %
Adjusted operating expense ratios (before reimbursements)	18.3 %	19.0 %
Reported revenues (before reimbursements)	$ 1,585	$ 1,451
Adjusted revenues - (before reimbursements) see page 37	$ 1,583	$ 1,450

The $19 million increase in operating expense in 2025 compared to 2024 was primarily due to expenses associated with the acquisitions completed in the twelve-month period ended December 31, 2024 - $9 million, acquisition integration costs - $5 million, additional investments in technology, partially offset by lesser client-related expenses - $5 million in the aggregate.

Depreciation - Depreciation expense increased in 2025 compared to 2024, which reflects the impact of expenditures related to upgrading computer systems, partially offset by office consolidations that occurred as leases expired in 2025 (less depreciation associated with furniture, equipment and leasehold improvements). Also contributing to the increase in depreciation expense in 2025 was the depreciation expense associated with the acquisitions completed in 2025 and the latter part of 2024.

Amortization - Amortization expense increased in 2025 compared to 2024. The increase in amortization in 2025 compared to 2024 was primarily due to the impact of amortization expense of intangible assets associated with the acquisitions completed in 2025 and 2024. Based on the results of impairment reviews performed on amortizable intangible assets during 2025 and 2024, there were no impairments of amortizable assets related to the risk management segment.

Change in estimated acquisition earnout payables - The change in estimated acquisition earnout payables in 2025 and 2024, primarily relates to accretion of discount in 2025 and 2024 relates to the estimated fair value of the earnout obligations. During 2025 and 2024, we recognized $2 million and zero, respectively, of expense related to the accretion of the discount recorded for earnout obligations in connection with our 2022 to 2025 acquisitions, respectively. During 2025 and 2024, there were no net adjustments in the estimated fair value of earnout obligations related to projections of future performance for acquisitions.

Provision for income taxes - We allocate the provision for income taxes to the risk management segment using local statutory rates. The risk management segment's effective tax rate in 2025 and 2024 was 26.4% and 26.6%, respectively. We anticipate reporting an effective tax rate on adjusted results of approximately 25.0% to 27.0% in our risk management segment based on known changes in tax rates in future periods.

Corporate

The corporate segment reports the financial information related to our debt, external acquisition-related expenses, other corporate costs, the impact of foreign currency remeasurement and clean energy investments. See Note 7 to our 2025 consolidated financial statements for a summary of our debt at December 31, 2025 and 2024.

Financial information relating to our corporate segment results for 2025 and 2024 (in millions, except per share and percentages):

Statement of Earnings	2025	2024	Change
Other income	$ 1	$ 16	$ (15)
Total revenues	1	16	(15)
Compensation	208	138	70
Operating	284	112	172
Interest	639	381	258
Depreciation	7	7	—
Total expenses	1,138	638	500
Loss before income taxes	(1,137)	(622)	(515)
Benefit for income taxes	(405)	(232)	(173)
Net loss	(732)	(390)	(342)
Net loss attributable to noncontrolling interests	—	—	—
Net loss attributable to controlling interests	$ (732)	$ (390)	$ (342)
Diluted net loss per share	$ (2.81)	$ (1.74)	$ (1.07)
Identifiable assets at December 31	$ 16,846	$ 16,154	
EBITDAC			
Net loss	$ (732)	$ (390)	$ (342)
Benefit for income taxes	(405)	(232)	(173)
Interest	639	381	258
Depreciation	7	7	—
EBITDAC	$ (491)	$ (234)	$ (257)

Revenues - Revenues in the corporate segment consist of other income related to the run-off of legacy investments, and other investment income.

Compensation expense - Compensation expense for 2025 and 2024 includes salary, incentive compensation, and associated benefit expenses of $208 million and $138 million, respectively. The change in 2025 compensation expense compared to 2024 was primarily due to increased incentive compensation, which includes transaction-related costs as described on page 56 in note (1) and increased base compensation, which includes transaction-related costs and benefit plan changes as described on page 56 in notes (1) and (4).

Operating expense - Operating expense for 2025 includes banking and related fees of $4 million, external professional fees and other due diligence costs related to 2025 acquisitions of $108 million, which includes $91 million of transaction-related costs as described on page 56 in note (1), other corporate and clean energy related expenses, including litigation matters, technology and other professional fees of $125 million in aggregate, which includes costs associated with legal and tax matters and benefit plan changes as described on page 56 in notes (3) and (4), and a net unrealized foreign exchange remeasurement loss of $47 million.

Operating expense for 2024 includes banking and related fees of $3 million, external professional fees and other due diligence costs related to 2024 acquisitions of $39 million, which includes $23 million of transaction-related costs as described on page 56 in note (1), other corporate and clean energy related expenses, including litigation matters, technology and other professional fees of $70 million in aggregate, and a net unrealized foreign exchange remeasurement loss of zero.

Interest expense - The increase in interest expense in 2025 compared to 2024 was due to the following (in millions):

Change in interest expense related to:	2025 / 2024
Interest on borrowings from our Credit Agreement	$ 4
Interest on the maturity of the Series H notes	(2)
Interest on the maturity of the Series O notes	(4)
Interest on the maturity of the Series HH notes	(1)
Interest on the $1,000 million senior notes funded on February 15, 2024	7
Interest on the $5,000 million senior notes funded on December 19, 2024	254
Net change in interest expense	$ 258

Depreciation - Depreciation expense in 2025 was flat compared to 2024, and includes capital improvements made at our corporate headquarters and Gallagher Centers of Excellence in 2025 and 2024 and to the acquisition of other corporate related fixed assets in 2025.

Benefit for income taxes - We allocate the provision for income taxes to the brokerage and risk management segments using local statutory rates. Our consolidated effective tax rate was 19.7% and 21.5%, for 2025 and 2024, respectively. The tax rate for 2025 was lower than the statutory rate primarily due to the income tax benefit of stock based awards. The tax rate for 2024 was lower than the statutory rate primarily due to the income tax benefit of stock-based awards. There were no IRC Section 45 tax credits generated in 2025, 2024 and 2023. The income tax benefit of stock based awards that vested or were settled in the years ended December 31, 2025 and 2025 was $121 million and $89 million, respectively.

Significant Future Income Tax Law Changes - On July 4, 2025, the One Big Beautiful Bill Act was enacted in the U.S. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The application of the OBBBA does not have a material impact on our financial statements for 2025.

The Organization for Economic Cooperation and Development continues to issue reports and recommendations as part of its Base Erosion and Profit Shifting project in 2021, it announced that 136 countries and tax jurisdictions agreed to implement a new Pillar 2 approach to international taxation. Pillar 1 exempts regulated financial institutions, and we believe we qualify for such exemption.

Many countries in which we do business have adopted, or are expected to adopt, these rules which will change various aspects of the existing framework under which our tax obligations are determined. For example, the U.K., the majority of the E.U., Canada, Australia and New Zealand have now adopted nearly all aspects of these rules with limited variation

from the OECD model rules. Other jurisdictions in which we do business also reacted to these efforts; for example, Bermuda enacted a corporate tax regime for the first time in 2023, which became effective in 2025.

On January 5, 2026, OECD released additional administrative guidance on the application of Pillar 2 global minimum tax rules, which are designed to ensure that large multinational enterprise (MNE) groups are subject to a minimum effective tax rate of 15% in each jurisdiction in which they operate. This guidance introduces a package of new and expanded safe harbors and simplification measures, including a "side-by-side" safe harbor regime applicable to certain U.S.-parent MNE groups, extensions and modifications to existing transitional safe harbors, and additional rules addressing the treatment of tax incentives and effective tax rate calculations. The most significant element of this guidance is the "side-by-side" safe harbor which is intended to coordinate the Pillar 2 global minimum tax regime with certain domestic minimum tax systems, including those in the U.S. Subject to eligibility requirements and elections, this safe harbor may substantially reduce or eliminate the application of Pillar 2 "top-up taxes," including the Income Inclusion Rule and Undertaxed Profits Rule for affected MNE groups for fiscal years beginning on or after January 1, 2026. These developments, once actually enacted into domestic law by Pillar 2 adopters, significantly de-risk Pillar 2 exposure for US multinationals like Gallagher. Whether those enactments take effect from 2026 or later will need to be monitored and anticipated top-ups adjusted to reflect those enactment dates. Regardless of adoption of this new guidance, the domestic minimum top-up aspect of Pillar 2 (referred to as "QDMTT") and its related compliance aspects will remain for all multi-nationals that operate in jurisdictions that have enacted it.

We anticipate further significant developments across several jurisdictions in which we operate in 2026 and 2027. Should the jurisdictions in which we operate, and those in which we and our subsidiaries are based, choose not to implement the OECD's January 2026 guidance in their domestic tax laws, we could be adversely affected by a top-up. We do not currently anticipate that amount would be material relative to our overall financial statements.

U.S. Federal Income Tax Law Changes Items Impacting the Company Going Forward

Alternative Minimum Tax Credit - The IRA enacted a book-based Corporate Alternative Minimum Tax (which we refer to as CAMT) for years beginning after 2022. The CAMT imposes a minimum 15% cash tax on adjusted book income before general business credits. The IRS issued guidance in the fourth quarter of this year on CAMT to revise the proposed CAMT regulations and to provide taxpayers clarity related to the application of CAMT. As such, we do not currently anticipate being subject to the CAMT and even if we were to find ourselves subject to it in a particular year, we do not believe there would be an impact on our earnings.

Excise Tax On Stock Buybacks - The IRA adds a 1% surtax to corporate stock repurchases effective January 2023. Our board approved a common stock repurchase program in 2021. If we were to effectuate stock repurchases under this program, the excise tax would not have a material impact on our results of operations or cash flows.

New Tax Credits for Renewable Energy - The IRA introduced new tax credits for certain renewable energy projects and onshoring certain manufacturing activities associated with those projects. While we continue to explore additional renewable energy investments, we do not currently anticipate significant benefits from these new incentive programs.

The following provides non-GAAP information that we believe is helpful when comparing 2025 and 2024 operating results for the corporate segment (in millions):

	2025			2024		
	Pretax Loss	Income Tax Benefit	Net Earnings (Loss) Attributable to Controlling Interests	Pretax Loss	Income Tax Benefit	Net Earnings (Loss) Attributable to Controlling Interests
Components of Corporate Segment, as reported						
Interest and banking costs	$ (642)	$ 167	$ (475)	$ (376)	$ 97	$ (279)
Clean energy related	(8)	3	(5)	(6)	1	(5)
Acquisition costs (1)	(139)	17	(122)	(51)	10	(41)
Corporate (2)	(348)	218	(130)	(189)	124	(65)
Reported Year Ended	(1,137)	405	(732)	(622)	232	(390)
Adjustments						
Clean energy related	—	—	—	(2)	—	(2)
Transaction-related costs (1)	122	(15)	107	32	(6)	26
Legal and tax related (3)	34	(25)	9	—	3	3
Benefit plan related (4)	44	(11)	33	—	—	—
Components of Corporate Segment, as adjusted						
Interest and banking costs	(642)	167	(475)	(376)	97	(279)
Clean energy related	(8)	3	(5)	(8)	1	(7)
Acquisition costs	(17)	2	(15)	(19)	4	(15)
Corporate (2)	(270)	182	(88)	(189)	127	(62)
Adjusted Year Ended	$ (937)	$ 354	$ (583)	$ (592)	$ 229	$ (363)

(1) We incurred transaction-related costs, which include legal, consulting, employee compensation and other professional fees associated with completed, future and terminated acquisitions. Adjustments primarily relate to our acquisitions of Willis Re, Buck, Cadence Insurance, Eastern Insurance, all of which closed in 2023, as well as Woodruff Sawyer and AssuredPartners, which closed in April 2025 and August 2025, respectively.

(2) Corporate pretax loss includes a net unrealized foreign exchange remeasurement loss of $(47) million in the year ended December 31, 2025 and a net unrealized foreign exchange remeasurement loss of zero in the year ended December 31, 2024.

(3) Adjustments in 2025 and 2024 include costs associated with legal and tax matters.

(4) Adjustments in 2025 include costs associated with the termination of the Gallagher U.S defined pension plan and other benefit plan changes.

Interest and banking costs and debt - Interest and banking costs includes expenses related to our debt.

Clean energy related - For 2025, this consists of operating results related to our investments in new clean energy projects, primarily fusion and carbon sequestration projects.

Acquisition costs - Consists mostly of external professional fees and other due diligence costs related to acquisitions. On occasion, we enter into forward currency hedges for the purchase price of committed, but not yet funded, acquisitions with funding requirements in currencies other than the U.S. dollar. The gains or losses, if any, associated with these hedge transactions are also included in acquisitions costs.

Corporate - Consists of overhead allocations mostly related to corporate staff compensation, other corporate level activities, and net unrealized foreign exchange remeasurement. In addition, corporate includes the tax expense related to

partial taxation of foreign earnings, nondeductible executive compensation and entertainment expenses, the tax benefit from vesting of employee equity awards, as well as other permanent or discrete tax items not reflected in the provision for income taxes in the brokerage and risk management segments. The income tax benefit of stock based awards that vested or were settled in the years ended December 31, 2025 and 2024 was $121 million and $89 million, respectively, and is included in the table above in the Corporate line.

Liquidity and Capital Resources

Liquidity describes the ability of a company to generate sufficient cash flows to meet the cash requirements of its business operations. The insurance brokerage and risk management industries are not capital intensive. Historically, our capital requirements have primarily included dividend payments on our common stock, repurchases of our common stock, funding of our investments, acquisitions of brokerage and risk management operations and capital expenditures, including investments being made in IT and software development projects.

On August 18, 2025, we acquired all of the issued and outstanding stock of Dolphin TopCo., the holding company of AssuredPartners for gross consideration of $13.8 billion, which we funded with proceeds from the AssuredPartners Financing. On January 7, 2025, we received an additional $1.3 billion of cash due to the exercise by the underwriters of the overallotment provision related to the follow-on common stock offering. Refer to Note 3 for more information regarding the AssuredPartners Financing. Total expected expense to integrate AssuredPartners into our operations is approximately $575 million over three years.

On April 10, 2025, we acquired all of the issued and outstanding stock of Woodruff Sawyer for a gross consideration of $1.2 billion. We funded the transaction using cash on hand. Total expected expense to integrate Woodruff Sawyer into our operations is approximately $150 million over three years.

Operating Cash Flows

Historically, we have depended on our ability to generate positive cash flow from operations to meet a substantial portion of our cash requirements. We believe that our cash flows from operations and borrowings under our Credit Agreement (as defined below) will provide us with adequate resources to meet our liquidity needs in the foreseeable future. To fund acquisitions made during 2025 and 2024, we relied on a combination of net cash flows from operations, proceeds from borrowings under our Credit Agreement, proceeds from issuances of senior unsecured notes and issuance of our common stock.

Cash provided by operating activities was $1,930 million and $2,583 million for 2025 and 2024, respectively. The decrease in cash provided by operating activities during 2025 compared to the same period in 2024 was primarily due to an increase in payments on acquisition earnouts in excess of original estimates (primarily related to the acquisition of the Willis Towers Watson treaty reinsurance brokerage operations) and timing differences between periods with cash receipts and disbursements related to accounts receivables and accrued compensation and other current liabilities, partially offset by the growth in 2025 compared to 2024 in our reported net earnings, adjusted for non-cash items (i.e., EBITDAC). In April 2025, we made a $750 million earnout payment to the sellers related to the acquisition of the Willis Towers Watson treaty reinsurance brokerage operations in December 2021.

Total cash and cash equivalents, restricted cash and fiduciary cash at December 31, 2025 and 2024, include $2,916 million and $15,372 million, respectively, of income earning money market accounts. The decrease in cash invested in money market accounts between years is primarily due to the proceeds received from the AssuredPartners Financing ($13.5 billion) and proceeds received in January 2025 from the exercise by the underwriters of the overallotment provision related to the follow-on-common stock offering ($1.3 billion) which were used to fund the acquisition of AssuredPartners that closed on August 18, 2025. The dividend income on money market accounts was recorded in interest income, premium finance and other income in our consolidated statement of earnings, which increased $296 million during 2025 ($363 million of which related to the proceeds from the AssuredPartners financing) to $769 million for the year ended December 31, 2025 compared to $473 million for the year ended December 31, 2024.

During 2025 and 2024, employee matching contributions to the 401(k) plan of $115 million and $105 million, respectively, relating to 2024 and 2023 were funded using common stock.

Our cash flows from operating activities are primarily derived from our earnings from operations, as adjusted, for our non-cash expenses, which include depreciation, amortization, change in estimated acquisition earnout payables, deferred compensation, restricted stock, and stock-based and other non-cash compensation expenses. Historically, cash provided by operating activities was unfavorably impacted if the amount of IRC Section 45 tax credits generated (which is the amount

we recognized for financial reporting purposes) was greater than the amount of tax credits utilized to reduce our tax cash obligations. Excess tax credits produced in 2021 and 2020 resulted in an increase to our deferred tax assets, which was a net use of cash related to operating activities. In 2023, IRC Section 45 credits were no longer generated due to the IRC Section 45 program expiring as of December 31, 2021, and therefore the IRC Section 45 credit utilization against our cash tax obligation resulted in favorable cash flow in 2023.

When assessing our overall liquidity, we believe that the focus should be on net earnings as reported in our consolidated statement of earnings, adjusted for non-cash items (i.e., EBITDAC), and cash provided by operating activities in our consolidated statement of cash flows. Consolidated EBITDAC was $3,678 million and $3,125 million for 2025 and 2024, respectively. Net earnings attributable to controlling interests were $1,494 million and $1,463 million for 2025 and 2024, respectively. We believe that EBITDAC items are indicators of trends in liquidity.

Defined Benefit Pension Plan

In 2025 we initiated a process to fully terminate the plan. In fourth quarter 2025, substantially all of the future obligations under the plan were settled through a combination of lump sum payments to eligible, electing participants and a transfer of the remaining liability through the purchase of a group annuity contract to a highly-rated third-party insurance company. As of December 31, 2025, the only remaining obligations are payments to the Pension Benefit Guaranty Corporation (which we refer to as the PBGC) for missing participants and the distribution of the surplus assets to plan participants. In 2026, after the liability for the missing participants has been transferred to the PBGC and the remaining assets have been distributed, the final plan termination accounting will be completed. In fourth quarter 2025, we recognized a non-cash, pre-tax loss of approximately $16 million to operating expense in the consolidated statement of earnings that was offset by an approximate $12 million adjustment to consolidated statement of comprehensive earnings and a $4 million reversal of a deferred tax asset. In 2026, based on estimates as of December 31, 2025, we expect to recognize a non-cash, pre-tax loss of approximately $17 million to operating expense in the consolidated statement of earnings related to the final plan termination accounting. We did not make any additional funding to the plan related to this plan termination process.

Our policy for funding our defined benefit pension plan is to contribute amounts at least sufficient to meet the minimum funding requirements under the IRC. The Employee Retirement Security Act of 1974, as amended (which we refer to as ERISA), could impose a minimum funding requirement for our plan. We were not required to make any minimum contributions to the plan for the 2025 and 2024 plan years. Funding requirements are based on the plan being frozen and the aggregate amount of our historical funding. The plan's actuaries determine contribution rates based on our funding practices and requirements. Funding amounts may be influenced by future asset performance, the level of discount rates and other variables impacting the assets and/or liabilities of the plan. In addition, amounts funded in the future, to the extent not due under regulatory requirements, may be affected by alternative uses of our cash flows, including dividends, acquisitions and common stock repurchases. During 2025 and 2024 we did not make discretionary contributions to the legacy Company defined benefit plan.

See Note 12 to our 2025 consolidated financial statements for additional information required to be disclosed relating to our defined benefit pension plan. We are required to recognize a prepaid pension asset for our overfunded defined benefit pension plan (which we refer to as the Plan). The offsetting adjustment to the asset required to be recognized for the Plan is recorded in "Accumulated Other Comprehensive Loss," net of tax, in our consolidated balance sheet. We will recognize subsequent changes in the funded status of the Plan through the income statement and as a component of comprehensive earnings, as appropriate, in the year in which they occur. Numerous items may lead to a change in funded status of the Plan, including actual results differing from prior estimates and assumptions, as well as changes in assumptions to reflect information available at the respective measurement dates.

The net change in the funded status of the Plan in 2025 resulted in an increase in noncurrent assets in 2025 of $1 million. In 2025, the funded status of the Plan was unfavorably impacted by other assumption changes, the net impact of which was approximately $3 million. In addition, the funded status was favorably impacted by returns on the plan's assets being higher in 2025 than anticipated by approximately $4 million. The net change in the funded status of the Plan in 2024 resulted in an increase in noncurrent assets in 2024 of $4 million. In 2024, the funded status of the Plan was favorably impacted by an increase in the discount rates used in the measurement of the pension liabilities at December 31, 2024 and other assumption changes, the net impact of which was approximately $4 million. In addition, the funded status was unfavorably impacted by returns on the plan's assets being lower in 2024 than anticipated.

Investing Cash Flows

Capital Expenditures - Capital expenditures were $145 million and $142 million for 2025 and 2024, respectively. In 2025 and 2024 capital expenditures include amounts incurred related to office moves, investments made in IT and software development projects. Relating to the development of our corporate headquarters, we received property tax related credits under a tax-increment financing note from Rolling Meadows, Illinois and an Illinois state EDGE tax credit. Incentives from these two programs could total between $89 million and $100 million over a fifteen-year period. In 2026, we expect total expenditures for capital improvements to be approximately $227 million, (includes impact of acquisitions closed through December 31, 2025) part of which is related to expenditures on office moves and investments being made in IT and software development projects. The increase in the expected capital expenditures in 2026 compared to 2025 is primarily due to such projects.

Acquisitions - Cash paid for acquisitions, net of cash and restricted cash acquired, was $15,766 million and $1,462 million in 2025 and 2024, respectively. The increased use of cash for acquisitions in 2025 compared to 2024 was primarily due to our acquisition of AssuredPartners. In addition, during 2025 and 2024 we issued 0.1 million shares ($30 million) and 0.6 million shares ($141 million), respectively, of our common stock as payment for a portion of the total consideration paid for acquisitions and earnout payments. We completed 33 and 48 acquisitions in 2025 and 2024, respectively. Annualized revenues of businesses acquired in 2025 and 2024 totaled approximately $3,562 million and $387 million, respectively. In 2026, we expect to use cash on hand, new debt, our Credit Agreement (as defined below), cash from operations and our common stock, or a combination thereof to fund all of the acquisitions we complete.

If liquidity concerns arise, we may be more likely to use common stock to fund acquisitions.

Dispositions - During 2025 and 2024, we sold several books of business and recognized one-time gains of $26 million and $24 million, respectively. We received cash proceeds of $17 million and $20 million for 2025 and 2024, respectively, related to these transactions.

Financing Cash Flows

At December 31, 2025, we had $9,550 million of Senior Notes, $3,323 million of corporate-related borrowings outstanding under separate note purchase agreements entered into during the period from 2014 to 2021, there were no borrowings outstanding under our Credit Agreement, $226 million outstanding under our Premium Financing Debt Facility and a cash and cash equivalent balance of $1,396 million. See Note 7 to our 2025 consolidated financial statements for a discussion of the terms of the Senior Notes, Note purchase agreements, the Credit Agreement (as defined below) and the Premium Financing Debt Facility.

Consistent with past practice, as of December 31, 2025 we had pre-issuance hedges open for $1,500 million for 2026.

The Senior Notes, Note Purchase Agreements, the Credit Agreement and the Premium Financing Debt Facility contain various financial covenants that require us to maintain specified financial ratios. We were in compliance with these covenants as of December 31, 2025.

Senior Notes - On December 19, 2024, we closed and funded an offering of $5,000 million of unsecured senior notes in five tranches. The $750 million aggregate principal amount of 4.60% Senior Notes is due in 2027, $750 million aggregate principal amount of 4.85% Senior Notes is due in 2029, $500 million aggregate principal amount of 5.00% Senior Notes is due in 2032, $1,500 million aggregate principal amount of 5.15% Senior Notes is due in 2035, $1,500 million aggregate principal amount 5.55% Senior Notes is due in 2055. The weighted average interest rate is 5.25% per annum after giving effect to underwriting costs and a net hedge gain. During 2024, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash gain of approximately $4 million on the hedging transactions that will be recognized on a pro rata basis as a decrease to our reported interest expense over ten years. We used the net proceeds of this offering to fund a portion of the cash consideration payable in connection with the AssuredPartners acquisition and for general corporate purposes including other acquisitions.

On February 12, 2024, we closed and funded an offering of $1,000 million of unsecured senior notes in two tranches. The $500 million aggregate principal amount of 5.45% Senior Notes is due in 2034 and $500 million aggregate principal amount of 5.75% Senior Notes is due in 2054. The weighted average interest rate is 5.71% per annum after giving effect to underwriting costs and a net hedge loss. During 2024, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash loss of approximately $1 million on the hedging transactions that will be

recognized on a pro rata basis as an increase to our reported interest expense over ten years. We used the proceeds of these offerings to fund acquisitions, earnout payments related to acquisitions and general corporate purposes.

Note Purchase Agreement - During June 2025, we used operating cash to fund the $200 million Series O note maturity that had a fixed rate of 4.31% that was due June 24, 2025.

During February 2024, we used operating cash to fund the $100 million Series HH note maturity that had a fixed rate of 4.72% that was due February 13, 2024 and the $325 million Series H note maturity that had a fixed rate of 4.58% that was due February 27, 2024.

Credit Agreement - On April 3, 2025, we entered into an amendment and restatement to our Credit Agreement dated June 22, 2023 (which, as amended and restated, refer to as the Credit Agreement). The Credit Agreement provides for a five-year unsecured revolving credit facility in the amount of $2,500 million, which is also available in Pounds Sterling, Canadian Dollars, Australian Dollars, New Zealand Dollars, Euros, Japanese Yen and any other currencies agreed by the lenders. The Credit Agreement also includes a $75 million letter of credit sub-facility and a $250 million Euro swingline sub-facility. We may also, upon the agreement of either one or more then-existing lenders or of additional banks not currently party to the Credit Agreement, increase the commitments under the Credit Agreement up to $3,000 million. The amendment and restatement, among other things, also extended the maturity date from June 22, 2028 to April 3, 2030 and updated the facility fee and applicable margin as determined by reference to the rating of our long-term senior unsecured debt.

The Credit Agreement permits us to designate wholly-owned subsidiaries located in certain jurisdictions as additional borrowers, the obligations of which under the Credit Agreement will be guaranteed by the Company, subject to the terms and conditions set forth in the Credit Agreement. Any subsidiary that guarantees any notes under the Company's existing note purchase agreements is required to guarantee the obligations under the Credit Agreement. There are currently no subsidiary borrowers or guarantors under the Credit Agreement.

Loans borrowed under the Credit Agreement bear interest at a variable annual rate based on a customary benchmark rate for each available currency including Secured Overnight Financing Rate (which we refer to as SOFR) for loans in U.S. Dollars, or at our election solely for loans in U.S. Dollars, the base rate, plus in each case an applicable margin. Interest rates on base rate loans and outstanding drawings on letters of credit under the Credit Agreement will be based on the Base Rate, as defined in the Credit Agreement, plus a margin of 0.00% to 0.375%, depending on the rating of our long-term senior unsecured debt. Interest rates for SOFR loans and loans in currencies other than U.S. dollars under the Credit Agreement will be based on, as applicable, a SOFR Daily Floating Rate, Term SOFR, Alternative Currency Daily Rate or Alternative Currency Term Rate, as defined in the Credit Agreement, plus a margin of 0.775% to 1.375%, depending on the rating of our long-term senior unsecured debt. The annual facility fee related to the Credit Agreement is between 0.100% and 0.250% of the revolving credit commitment, depending on the rating of our long-term senior unsecured debt. Subject to certain conditions stated in the Credit Agreement, we may borrow, prepay and reborrow amounts under the Credit Agreement at any time during the term of the Credit Agreement. Funds borrowed under the Credit Agreement may be used for general corporate and working capital purposes of the Company and its subsidiaries.

The Credit Agreement also contains customary representations and warranties and affirmative and negative covenants, including financial covenants, as well as customary events of default, with corresponding grace periods, including, without limitation, payment defaults, cross-defaults to other agreements evidencing indebtedness and bankruptcy-related defaults. We were in compliance with these covenants as of December 31, 2025.

There were no borrowings outstanding under the Credit Agreement at December 31, 2025. Due to the outstanding borrowing and letters of credit, $2,498 million remained available for potential borrowings under the Credit Agreement at December 31, 2025.

We use the Credit Agreement to post letters of credit and to borrow funds to supplement our operating cash flows from time to time. During 2025, we borrowed an aggregate of $2,546 million and repaid $2,546 million under our Credit Agreement. During 2024, we borrowed an aggregate of $1,663 million and repaid $1,907 million under our Credit Agreement. Principal uses of the 2025 and 2024 borrowings under the Credit Agreement were to fund acquisitions, earnout payments related to acquisitions and general corporate purposes.

Premium Financing Debt Facility - On November 17, 2025, we entered into an amendment to our revolving loan facility (which we refer to as the Premium Financing Debt Facility) that provides funding for the three Australian (AU) and New Zealand (NZ) premium finance subsidiaries. The Premium Financing Debt Facility is comprised of: (i) Facility B is separated into AU$390 million and NZ$25 million tranches (the AU$ tranche will be decreased on March 2, 2026 to

AU$310 million and the NZ$ tranche will be decreased as of March 2, 2026 to NZ$10 million), (ii) Facility C, an AU$60 million equivalent multi-currency overdraft tranche and (iii) Facility D, a NZ$15 million equivalent multi-currency overdraft tranche.

The interest rates on Facility B are Interbank rates, which vary by tranche, duration and currency, plus a margin of 1.300% and 1.850% for the AU$ and NZ$ tranches, respectively. The interest rates on Facilities C and D are 30 day Interbank rates, plus a margin of 0.780% and 0.990% for the AU$ and NZ$ tranches, respectively. The annual fee for Facility B is 0.52% and 0.8325% for the undrawn commitments for the AU$ and NZ$ tranches, respectively. The annual fee for Facility C is 0.77% and for Facility D is 0.90% of the total commitments of the facilities.

The terms of our Premium Financing Debt Facility include various financial covenants, including covenants that require us to maintain specified financial ratios. We were in compliance with these covenants as of December 31, 2025. The Premium Financing Debt Facility also includes customary provisions for transactions of this type, including events of default, with corresponding grace periods and cross-defaults to other agreements evidencing our indebtedness. Facilities B, C and D are secured by the premium finance receivables of the Australian and New Zealand premium finance subsidiaries.

At December 31, 2025, AU$325 million and NZ$0 million of borrowings were outstanding under Facility B, AU$0 million of borrowings outstanding under Facility C and NZ$15 million of borrowings were outstanding under Facility D, which in aggregate amount to US$226 million of borrowings outstanding under the Premium Financing Debt Facility. Accordingly, as of December 31, 2025, AU$65 million and NZ$25 million remained available for potential borrowing under Facility B, and AU$60 million and NZ$0 million under Facilities C and D, respectively.

Dividends - Our board of directors determines our dividend policy. Our board of directors determines dividends on our common stock on a quarterly basis after considering our available cash from earnings, our anticipated cash needs and current conditions in the economy and financial markets.

In 2025, we declared $674 million in cash dividends on our common stock, or $2.60 per common share. On December 19, 2025, we paid a fourth quarter dividend of $0.65 per common share to shareholders of record as of December 5, 2025. On January 28, 2026, we announced a quarterly dividend for first quarter 2026 of $0.70 per common share. If the dividend is maintained at $0.70 per common share throughout 2026, this dividend level would result in an annualized net cash used by financing activities in 2026 of approximately $719 million (based on the outstanding shares as of December 31, 2025), or an anticipated increase in cash used of approximately $52 million compared to 2025. We can make no assurances regarding the amount of any future dividend payments.

Shelf Registration Statement - On February 12, 2024, we filed a shelf registration statement on Form S-3 with the SEC, registering the offer and sale from time to time, of an indeterminate amount of debt securities, guarantees, common stock, preferred stock, warrants, depositary shares, purchase contracts, or units. The availability of the potential liquidity under this shelf registration statement depends on investor demand, market conditions and other factors. We make no assurances regarding when, or if, we will issue any securities under this registration statement. On November 15, 2022, we filed a second shelf registration statement on Form S-4 with the SEC, registering 7.0 million shares of our common stock that we may offer and issue from time to time in connection with future acquisitions of other businesses, assets or securities. At December 31, 2025, 5.5 million shares remained available for issuance under this registration statement.

Common Stock Repurchases - We have in place a common stock repurchase plan approved by our board of directors in July 2021 that authorizes the repurchase of up to $1.5 billion of common stock. During the years ended December 31, 2025 and 2024, we did not repurchase shares of our common stock. The plan authorizes the repurchase of our common stock at such times and prices, as we may deem advantageous, in transactions on the open market or in privately negotiated transactions. We are under no commitment or obligation to repurchase any particular number of shares, and the plan may be suspended at any time at our discretion. Management may consider repurchasing common stock during 2026 to the extent that our available cash exceeds acquisition opportunities. Funding for share repurchases may come from a variety of sources, including cash from operations, short-term or long-term borrowings under our Credit Agreement or other sources.

Public Offering of Common Stock - On December 9, 2024, we entered into an Underwriting Agreement with Morgan Stanley & Co. LLC and BofA Securities, Inc., as representatives of the several underwriters listed thereto, pursuant to which we agreed to sell 30.4 million shares of our common stock for a public per share offering price of $280.00, for an aggregate price purchase price of $8.5 billion. The offering closed on December 11, 2024 and 30.4 million shares of our common stock were issued for net proceeds, after underwriting discounts, of $8.3 billion. We also granted the underwriters a 30-day option to purchase up to an additional 4.6 million shares of our common stock at the same price, which was

exercised in full by the underwriters on January 6, 2025. The option closed on January 7, 2025 and 4.6 million shares of our common stock were issued for net proceeds, after underwriting discounts, of $1.3 billion of cash. We used the proceeds of this offering to fund a portion of the cash consideration payable in connection with the AssuredPartners transaction and for other general corporate purposes including other acquisitions.

At-the-Market Equity Program - On March 14, 2024, we entered into an Equity Distribution Agreement with Morgan Stanley & Co. LLC, pursuant to which we may offer and sell, from time to time, up to 3.0 million shares of our common stock through Morgan Stanley as sales agent. We intend to use the net proceeds of sales under this program to fund future acquisitions from time to time or for general corporate purposes. Pursuant to the agreement, shares may be sold by means of ordinary brokers' transactions, including on the New York Stock Exchange, at market prices prevailing at the time of sale, at prices related to the prevailing market prices, or at negotiated prices, in block transactions, or as otherwise agreed upon by us and Morgan Stanley. During the quarter ended December 31, 2025, we did not sell shares of our common stock under the program.

Common Stock Issuances - Another source of liquidity to us is the issuance of our common stock pursuant to our stock option and employee stock purchase plans. Proceeds from the issuance of common stock under these plans were $192 million and $163 million in 2025 and 2024, respectively. On May 10, 2022, our stockholders approved the 2022 Long-Term Incentive Plan (which we refer to as the LTIP), which replaced our previous stockholder-approved 2017 LTIP. All of our officers, employees and non-employee directors are eligible to receive awards under the LTIP. Awards which may be granted under the LTIP include non-qualified and incentive stock options, stock appreciation rights, restricted stock units and performance units, any or all of which may be made contingent upon the achievement of performance criteria. Stock options with respect to 10.2 million shares (less any shares of restricted stock issued under the LTIP - 2.1 million shares of our common stock were available for this purpose as of December 31, 2025) were available for grant under the LTIP at December 31, 2025. Our employee stock purchase plan allows our employees to purchase our common stock at 95% of its fair market value. Proceeds from the issuance of our common stock related to these plans have contributed favorably to net cash provided by financing activities in the years ended December 31, 2025 and 2024, and we believe this favorable trend will continue in the foreseeable future.

We have a qualified contributory savings and thrift 401(k) plan covering the majority of our domestic employees. For eligible employees who have met the plan's age and service requirements to receive matching contributions, we historically have matched 100% of pre-tax and Roth elective deferrals up to a maximum of 5% of eligible compensation, subject to federal limits on plan contributions and not in excess of the maximum amount deductible for federal income tax purposes. Beginning with the match paid in 2021, the amount matched by the Company will be discretionary and annually determined by management. Employees must be employed and eligible for the plan on the last day of the plan year to receive a matching contribution, subject to certain exceptions enumerated in the plan document. Matching contributions are subject to a five-year graduated vesting schedule and can be funded in cash or common stock of the Company. We expensed (net of plan forfeitures) $115 million and $105 million related to the plan in 2025 and 2024, respectively. During 2024, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2024 plan year to be funded with our common stock, which was funded in February 2025. During 2025, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2025 plan year to be funded with our common stock, which is expected to be funded in February 2026

Other Liquidity Matters

Letters of Credit and Other Guarantees

We have entered into a number of arrangements whereby our performance on certain obligations is guaranteed by a third party through the issuance of a letter of credit. We had total letters of credit outstanding of $14 million as of December 31, 2025 and $23 million at December 31, 2024. These letters of credit secure our self-insurance deductibles on our own insurance programs, allow certain of our captive operations to meet minimum statutory surplus requirements, lease security deposits and collateral related to premium and claim funds held in a fiduciary capacity. See Note 15 to our 2025 consolidated financial statements for additional discussion of these obligations and commitments.

Earnout Obligations

Substantially all of the purchase agreements related to the acquisitions we do contain provisions for potential earnout obligations. For all of our acquisitions made in the period from 2022 to 2025 that contain potential earnout obligations, such obligations are measured at fair value as of the acquisition date and are included on that basis in the recorded purchase

price consideration for the respective acquisition. The amounts recorded as earnout payables are primarily based upon estimated future potential operating results of the acquired entities over a two- to three-year period subsequent to the acquisition date. The aggregate amount of the maximum earnout obligations related to these acquisitions was $1,518 million, of which $773 million was recorded in our consolidated balance sheet as of December 31, 2025 based on the estimated fair value of the expected future payments to be made, of which approximately $535 million can be settled in cash or common stock of the Company at our option and $238 million must be settled in cash.

Apart from commitments, guarantees, and contingencies, as disclosed herein and in Note 15 to our 2025 consolidated financial statements, we had no off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our financial condition, results of operations or liquidity. Our cash flows from operations, borrowing availability and overall liquidity are subject to risks and uncertainties. See "Information Concerning Forward-Looking Statements" at the beginning of this report.

Contractual Obligations

Our contractual obligations and commitments as of December 31, 2025 are comprised of principal payments on debt, interest payments on debt, operating leases, pension benefit plan and purchase obligations.

Operating leases are primarily comprised of leased office space throughout the world. As leases expire, we do not anticipate difficulty in negotiating renewals or finding other satisfactory space if the premise becomes unavailable. In certain circumstances, we may have unused space and may seek to sublet such space to third parties, depending upon the demands for office space in the locations involved. See Note 13 to our 2025 consolidated financial statements for additional discussion of these operating lease obligations.

Defined benefit pension plan obligations include estimates of our minimum funding requirements pursuant to the Employee Retirement Income Security Act and other regulations. We may make additional discretionary contributions. See Note 12 to our 2025 consolidated financial statements for additional information required to be disclosed relating to our defined benefit pension plan.

Purchase obligations are defined as agreements to purchase goods and services that are enforceable and legally binding on us, and that specifies all significant terms, including the goods to be purchased or services to be rendered, the price at which the goods or services are to be rendered, and the timing of the transactions. Most of our purchase obligations are related to purchases of information technology services, marketing arrangements or other service contracts. We had no other cash requirements from known contractual obligations and commitments that have, or are reasonably likely to have, a current or future material effect on the Company's financial condition, results of operations, or liquidity. See Note 15 to our 2025 consolidated financial statements for additional discussion of these contractual obligations.

Outlook - We believe that we have sufficient capital and access to additional capital to meet our short- and long-term cash flow needs.

Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with U.S. GAAP, which require management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. These accounting principles require us to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenues and expenses, and the disclosure of contingent assets and liabilities at the date of our consolidated financial statements. We periodically evaluate our estimates and assumptions, including those relating to the valuation of goodwill and other intangible assets, right-of-use assets, investments, income taxes, revenue recognition, deferred costs, stock-based compensation, claims handling obligations, retirement plans, litigation and contingencies. We base our estimates on historical experience and various assumptions that we believe to be reasonable based on specific circumstances. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein. We believe the following significant accounting estimates may involve a higher degree of judgment and complexity. See Note 1 to our 2025 consolidated financial statements for other significant accounting policies. See Note 2 to our 2025 consolidated financial statements for a discussion of recently issued accounting pronouncements and their impact or potential future impact on our financial results, if determinable.

Revenue Recognition

Description

The primary source of revenues for our brokerage services is commissions from underwriting enterprises, based on a percentage of premiums paid by our clients, or fees received from clients based on an agreed level of service usually in lieu of commissions. These commissions and fees revenues are substantially recognized at a point in time on the effective date of the associated policies when control of the policy transfers to the client, as well as deferring certain revenues to reflect delivery of services over the contract period. Whether we are paid a commission or a fee, the vast majority of our services are associated with the placement of an insurance (or insurance-like) contract. Accordingly, we recognize approximately 85% of our commission and fee revenues on the effective date of the underlying insurance contract. The amount of revenue we recognize is based on our costs to provide our services up and through that effective date, including an appropriate estimate of our profit margin on a portfolio basis. Based on the proportion of additional services we provide in each period after the effective date of the insurance contract, including an appropriate estimate of our profit margin, we recognize approximately 10% of our commission and fee revenues in the first three months, and the remaining 5% thereafter.

For supplemental revenues certain underwriting enterprises may pay us additional revenues for the volume of premium placed with them and for insights into our sales pipeline, our sales capabilities or our risk selection knowledge. These amounts are in excess of the commission and fee revenues discussed above, and not all business we place with underwriting enterprises is eligible for supplemental revenues. Unlike contingent revenues, discussed below, these revenues are primarily a fixed amount or fixed percentage of premium of the underlying eligible insurance contracts. For supplemental revenue contracts based on a fixed percentage of premium, our obligation to the underwriting enterprise is substantially completed upon the effective date of the underlying insurance contract and revenue is fully earned at that time. For supplemental revenue contracts based on a fixed amount, revenue is recognized ratably over the contract period consistent with the performance of our obligations, almost always over an annual term.

For contingent revenues certain underwriting enterprises may pay us additional revenues for our sales capabilities, our risk selection knowledge, or our administrative efficiencies. These amounts are in excess of the commission or fee revenues discussed above, and not all business we place with participating underwriting enterprises is eligible for contingent revenues. Unlike supplemental revenues, also discussed above, these revenues are variable, generally based on growth, the loss experience of the underlying insurance contracts, and/or our efficiency in processing the business. We generally operate under calendar year contracts, but we do not receive these revenues from the underwriting enterprises until the following calendar year, generally in the first and second quarters, after verification of the performance indicators outlined in the contracts. Accordingly, during each reporting period, we must make our best estimate of amounts we have earned using historical averages and other factors to project such revenues.

See Revenue Recognition and Contracts with Customers in Notes 1 and 4 to our 2025 consolidated financial statements.

Judgments and Uncertainties

For commissions and fees, these periods may be different than the underlying premium payment patterns of the insurance contracts, but the vast majority of our services are fully provided within one year of the insurance contract effective date. For supplemental and contingent commissions, we base our estimates each period on a contract-by-contract basis where available. In certain cases, it is impractical to assess a very large number of smaller contingent revenue contracts, so we use a historical portfolio estimate in aggregate. Because our expectation of the ultimate contingent revenue amounts to be earned can vary from period to period, especially in contracts sensitive to loss ratios, our estimates might change significantly from quarter to quarter.

For example, in circumstances where our revenues are dependent on a full calendar year loss ratio, adverse loss experience in the fourth quarter could not only negate revenue earnings in the fourth quarter, but also trigger the need to reverse revenues previously recognized during the prior quarters. Variable consideration is recognized when we conclude, based on all the facts and information available at the reporting date, that it is probable that a significant revenue reversal will not occur in future periods.

Effect if Actual Results Differ From Assumptions

We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to recognize revenue. As noted above, estimates are made based on historical experience and other factors. The vast majority of our brokerage contracts and service understandings are for a period of one year or less, and historically, the difference between actual experience compared to estimated performance has not been significant to the quarterly or annual financial statements. We have not made any material changes in the accounting methodology used to recognize revenue during the past three fiscal years.

Income Taxes

Description
We estimate total income tax expense based on statutory tax rates and tax planning opportunities available to us in various jurisdictions in which we earn income. Income tax includes an estimate for withholding taxes on earnings of foreign subsidiaries expected to be remitted to the U.S. but does not include an estimate for taxes on earnings considered to be indefinitely invested in the foreign subsidiary. Deferred income taxes are recognized for the future tax effects of temporary differences between financial and income tax reporting using tax rates in effect for the years in which the differences are expected to reverse. Valuation allowances are recorded when it is likely a tax benefit will not be realized for a deferred tax asset. We record unrecognized tax benefit liabilities for known or anticipated tax issues based on our analysis of whether, and the extent to which, additional taxes will be due. See Income Taxes in Notes 1 and 16 to our 2025 consolidated financial statements.

Judgments and Uncertainties
Changes in projected future earnings could affect the recorded valuation allowances in the future. Our calculations related to income taxes contain uncertainties due to judgment used to calculate tax liabilities in the application of complex tax regulations across the tax jurisdictions where we operate. Our analysis of unrecognized tax benefits contains uncertainties based on judgment used to apply the more likely than not recognition and measurement thresholds.

Effect if Actual Results Differ From Assumptions
Changes in tax laws and rates could affect recorded deferred tax assets and liabilities in the future. Other than those potential impacts, we do not believe there is a reasonable likelihood there will be a material change in the tax related balances or valuation allowances. However, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities. To the extent we prevail in matters for which unrecognized tax benefit liabilities have been established, or are required to pay amounts in excess of our recorded unrecognized tax benefit liabilities, our effective tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement would require use of our cash and generally result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement would generally be recognized as a reduction in our effective tax rate in the period of resolution.

Impairment of Goodwill

Description
Goodwill is evaluated for impairment by first performing a qualitative assessment to determine whether a quantitative goodwill test is necessary. If it is determined, based on qualitative factors, the fair value of the reporting unit may be more likely than not less than its carrying amount or if significant changes to macro-economic factors related to the reporting unit have occurred that could materially impact fair value, a quantitative goodwill impairment test would be required. The quantitative test compares the fair value of a reporting unit with its carrying amount. Additionally, we can elect to forgo the qualitative assessment and perform the quantitative test. Upon performing the quantitative test, if the carrying value of the reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to that excess, not to exceed the carrying amount of goodwill. We have elected to make the first day of the fourth quarter the annual impairment assessment date for goodwill. However, we could be required to evaluate the recoverability of goodwill outside of the required annual assessment if, among other things, we experience disruptions to the business, unexpected significant declines in operating results, divestiture of a significant component of the business or a sustained decline in market capitalization.

Judgments and Uncertainties
We estimate the fair value of our reporting units considering the use of various valuation techniques, with the primary technique being an income approach (discounted cash flow method) and another technique being a market approach (guideline public

company method), which use significant unobservable inputs, or Level 3 inputs, as defined by the fair value hierarchy. We include assumptions about revenue growth, operating margins, discount rates and valuation multiples which consider our budgets, business plans, economic projections and marketplace data, and are believed to reflect market participant views which would exist in an exit transaction. Assumptions are also made for varying perpetual growth rates for periods beyond the long-term business plan period. Generally, we utilize operating margin assumptions based on future expectations, operating margins historically realized in the reporting units' industries and industry marketplace valuation multiples. See Intangible Assets in Notes 1 and 6 to our 2025 consolidated financial statements.

Our impairment analysis contains uncertainties due to uncontrollable events that could positively or negatively impact the anticipated future economic and operating conditions.

Effect if Actual Results Differ From Assumptions
We have not made material changes in the accounting methodology used to evaluate impairment of goodwill during the last three years. During fiscal 2025, 2024 and 2023, all of our material reporting units passed the impairment analysis.

Some of the inherent estimates and assumptions used in determining fair value of the reporting units and indefinite life intangible assets are outside the control of management, including interest rates, cost of capital, tax rates, market EBITDAC comparables and credit ratings. While we believe we have made reasonable estimates and assumptions to calculate the fair value of the reporting units and indefinite life intangibles, it is possible a material change could occur. If our actual results are not consistent with our estimates and assumptions used to calculate fair value, it could result in material impairments of our goodwill.

Impairment of Amortizable Intangible Assets

Description
Amortizable intangible assets are evaluated for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Examples include a significant adverse change in the extent or manner in which we use the asset, a change in its physical condition, or an unexpected change in financial performance.

When evaluating amortizable intangible assets for impairment, we compare the carrying value of the asset to the asset's estimated undiscounted future cash flows. An impairment is indicated if the estimated future cash flows are less than the carrying value of the asset. The impairment is the excess of the carrying value over the fair value of the asset.

We recorded impairment charges related to amortizable intangible assets of $66 million, $19 million and $4 million in 2025, 2024 and 2023, respectively. See Intangible Assets in Notes 1 and 6 to our 2025 consolidated financial statements.

Judgments and Uncertainties
Our impairment analysis contains uncertainties due to judgment in assumptions, including useful lives and intended use of assets, observable market valuations, forecasted revenue growth, operating margins and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data that reflects the risk inherent in future cash flows to determine fair value.

Effect if Actual Results Differ From Assumptions
We have not made any material changes in the accounting methodology used to evaluate the impairment of amortizable intangible assets during the last three fiscal years. We do not believe there is a reasonable likelihood there will be a material change in the estimates or assumptions used to calculate impairments or useful lives of amortizable intangible assets. However, if actual results are not consistent with our estimates and assumptions used to calculate estimated future cash flows, we may be exposed to impairment losses that could be material.

Earnout Obligations

Description
Substantially all of the purchase agreements related to the acquisitions we do contain provisions for potential earnout obligations. The amounts recorded as earnout payables, which are primarily based upon the terms of the purchase agreements and the estimated future operating results of the acquired entities over a two- to three-year period subsequent to the acquisition date, are measured at fair value as of the acquisition date and are included on that basis in the recorded purchase price consideration. We will record subsequent changes in these estimated earnout obligations, including the accretion of discount, in our consolidated statement of earnings when incurred.

Judgments and Uncertainties
The fair value of these earnout obligations is based on the present value of the expected future payments to be made to the sellers of the acquired entities in accordance with the provisions outlined in the respective purchase agreements, which is a Level 3 fair value measurement. In determining fair value, we estimate the acquired entity's future performance using financial projections developed by management for the acquired entity and market participant assumptions that were derived for revenue growth and/or profitability. Revenue growth rates generally ranged from 5% to 18% for our 2025 acquisitions. We estimated future payments using the earnout formula and performance targets specified in each purchase agreement and the financial projections just described. We then discounted these payments to present value using a risk-

adjusted rate that takes into consideration market based rates of return that reflect the ability of the acquired entity to achieve the targets. The discount rates generally ranged from 8% to 9% for our 2025 acquisitions.

Effect if Actual Results Differ From Assumptions
While management believes those expectations and assumptions are reasonable, they are inherently uncertain. Changes in financial projections, market participant assumptions for revenue growth and/or profitability, or the risk-adjusted discount rate, would result in a change in the fair value of recorded earnout obligations. See Note 3 to our 2025 consolidated financial statements for additional discussion on our 2025 business combinations.

Business Combinations

Description
We account for acquired businesses using the acquisition method of accounting, which requires that once control of a business is obtained, 100% of the assets acquired and liabilities assumed, including amounts attributed to noncontrolling interests, be recorded at the date of acquisition at their respective fair values. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill.

We use various models to determine the value of assets acquired and liabilities assumed such as discounted cash flow to value amortizable intangible assets.

For significant acquisitions we may use independent third-party valuation specialists to assist us in determining the fair value of assets acquired and liabilities assumed. See Note 3 to our 2025 consolidated financial statements for additional discussion on our 2025 business combinations.

Judgments and Uncertainties
Significant judgment is often required in estimating the fair value of assets acquired and liabilities assumed, particularly intangible assets. We make estimates and assumptions about projected future cash flows including sales growth, operating margins, attrition rates, and discount rates based on historical results, business plans, expected synergies, perceived risk and marketplace data considering the perspective of marketplace participants.

Determining the useful life of an intangible asset also requires judgment as different types of intangible assets will have different useful lives.

Effect if Actual Results Differ From Assumptions
While management believes those expectations and assumptions are reasonable, they are inherently uncertain. Unanticipated market or macroeconomic events and circumstances may occur, which could affect the accuracy or validity of the estimates and assumptions, which could result in subsequent impairments.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

We are exposed to various market risks in our day to day operations. Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest and foreign currency exchange rates and equity prices. The following analyses present the hypothetical loss in fair value of the financial instruments held by us at December 31, 2025 that are sensitive to changes in interest rates. The range of changes in interest rates used in the analyses reflects our view of changes that are reasonably possible over a one-year period. This discussion of market risks related to our consolidated balance sheet includes estimates of future economic environments caused by changes in market risks. The effect of actual changes in these market risk factors may differ materially from our estimates. In the ordinary course of business, we also face risks that are either nonfinancial or unquantifiable, including credit risk and legal risk. These risks are not included in the following analyses.

Our invested assets are primarily held as cash and cash equivalents, which are subject to various market risk exposures such as interest rate risk. The fair value of our portfolio of cash and cash equivalents as of December 31, 2025 approximated its carrying value due to its short-term duration. We estimated market risk as the potential decrease in fair value resulting from a hypothetical one-percentage point increase in interest rates for the instruments contained in the cash and cash equivalents investment portfolio. The resulting fair values were not materially different from their carrying values at December 31, 2025.

As of December 31, 2025, we had $12,873 million of borrowings outstanding under our various senior notes and note purchase agreements. The aggregate estimated fair value of these borrowings at December 31, 2025 was $12,183 million

due to the long-term duration and fixed interest rates associated with these debt obligations. No active or observable market exists for our private placement long-term debt. Therefore, the estimated fair value of this debt is based on the income valuation approach, which is a valuation technique that converts future amounts (for example, cash flows or income and expenses) to a single current (that is, discounted) amount. The fair value measurement is determined on the basis of the value indicated by current market expectations about those future amounts. Because our debt issuances generate a measurable income stream for each lender, the income approach was deemed to be an appropriate methodology for valuing the private placement long-term debt. The methodology used calculated the original deal spread at the time of each debt issuance, which was equal to the difference between the yield of each issuance (the coupon rate) and the equivalent benchmark treasury yield at that time. The market spread as of the valuation date was calculated, which is equal to the difference between an index for investment grade insurers and the equivalent benchmark treasury yield today. An implied premium or discount to the par value of each debt issuance based on the difference between the origination deal spread and market as of the valuation date was then calculated. The index we relied on to represent investment graded insurers was the Bloomberg Valuation Services (BVAL) U.S. Insurers BBB index. This index is comprised primarily of insurance brokerage firms and was representative of the industry in which we operate. For the purpose of our analysis, the average BBB rate was assumed to be the appropriate borrowing rate for us.

We estimated market risk as the potential impact on the value of the debt recorded in our consolidated balance sheet based on a hypothetical one-percentage point change in our weighted average borrowing rate as of December 31, 2025. A one-percentage point decrease would result in an estimated fair value of $13,177 million, or $304 million more than their current carrying value. A one-percentage point increase would result in an estimated fair value of $11,332 million, or $1,541 million less than their current carrying value.

As of December 31, 2025, there were no borrowings outstanding under our Credit Agreement and $226 million of borrowings outstanding under our Premium Financing Debt Facility. The fair value of these borrowings approximate their carrying value due to their short-term duration and variable interest rates associated with these debt obligations. Market risk is estimated as the potential increase in fair value resulting from a hypothetical one-percentage point decrease in our weighted average short-term borrowing rate at December 31, 2025 and the resulting fair values are not materially different from their carrying value.

We are subject to foreign currency exchange rate risk primarily from one of our larger U.K. based brokerage subsidiaries that incurs expenses denominated primarily in British pounds while receiving a substantial portion of its revenues in U.S. dollars. In addition, we are subject to foreign currency exchange rate risk from our Australian, Canadian, Indian, Jamaican, New Zealand, Norwegian, Singaporean and various Caribbean and Latin American operations because we transact business in their local denominated currencies. Foreign currency gains (losses) related to this market risk are recorded in earnings before income taxes as transactions occur. Assuming a hypothetical adverse change of 10% in the average foreign currency exchange rate for 2025 (a weakening of the U.S. dollar), earnings before income taxes would have increased by approximately $71 million. Assuming a hypothetical favorable change of 10% in the average foreign currency exchange rate for 2025 (a strengthening of the U.S. dollar), earnings before income taxes would have decreased by approximately $56 million. We are also subject to foreign currency exchange rate risk associated with the translation of local currencies of our foreign subsidiaries into U.S. dollars. We manage the balance sheets of our foreign subsidiaries, where practical, such that foreign liabilities are matched with equal foreign assets, maintaining a "balanced book" which minimizes the effects of currency fluctuations. However, our consolidated financial position is exposed to foreign currency exchange risk related to intra-entity loans between our U.S. based subsidiaries and our non-U.S. based subsidiaries that are denominated in the respective local foreign currency. A transaction that is in a foreign currency is first remeasured at the entity's functional (local) currency, where applicable, (which is an adjustment to consolidated earnings) and then translated to the reporting (U.S. dollar) currency (which is an adjustment to consolidated stockholders' equity) for consolidated reporting purposes. If the transaction is already denominated in the foreign entity's functional currency, only the translation to U.S. dollar reporting is necessary. The remeasurement process required by U.S. GAAP for such foreign currency loan transactions will give rise to a consolidated unrealized foreign exchange gain or loss, which could be material, that is recorded in accumulated other comprehensive loss.

Historically, we have not entered into derivatives or other similar financial instruments for trading or speculative purposes. However, with respect to managing foreign currency exchange rate risk in India, Norway and the U.K., we have periodically purchased financial instruments to minimize our exposure to this risk. During 2025, 2024 and 2023, we had several monthly put/call options in place with an external financial institution that were designed to hedge a significant portion of our future India, Norway and the U.K. currency revenues through various future payment dates. In addition, during 2025, 2024 and 2023, we had several monthly put/call options in place with an external financial institution that were designed to hedge a significant portion of our Indian currency disbursements through various future payment dates.

Although these hedging strategies were designed to protect us against significant India, Norway and the U.K. currency exchange rate movements, we are still exposed to some foreign currency exchange rate risk for the portion of the payments and currency exchange rate that are unhedged. All of these hedges are accounted for in accordance with ASC Topic 815, "Derivatives and Hedging", and periodically are tested for effectiveness in accordance with such guidance. In the scenario where such hedge does not pass the effectiveness test, the hedge will be re-measured at the stated point and the appropriate loss, if applicable, would be recognized. For the year ended December 31, 2025 there has been no such effect on our consolidated financial presentation. The impact of these hedging strategies was not material to our consolidated financial statements for 2025, 2024 and 2023. See Note 18 to our 2025 consolidated financial statements for the changes in fair value of these derivative instruments reflected in comprehensive earnings in 2025, 2024 and 2023.

Item 8. Financial Statements and Supplementary Data.

Arthur J. Gallagher & Co.
Consolidated Statement of Earnings
(In millions, except per share data)

	Year Ended December 31,		
	2025	2024	2023
Commissions	$ 8,024	$ 6,694	$ 5,865
Fees	4,195	3,607	3,145
Supplemental revenues	466	359	314
Contingent revenues	324	268	235
Interest income, premium finance revenues and other income	769	473	368
Revenues before reimbursements	13,778	11,401	9,927
Reimbursements	164	154	145
Total revenues	13,942	11,555	10,072
Compensation	7,842	6,522	5,681
Operating	2,258	1,754	1,689
Reimbursements	164	154	145
Interest	639	381	297
Depreciation	206	178	165
Amortization	916	665	532
Change in estimated acquisition earnout payables	46	26	378
Total expenses	12,071	9,680	8,887
Earnings before income taxes	1,871	1,875	1,185
Provision for income taxes	368	404	219
Net earnings	1,503	1,471	966
Net earnings (loss) attributable to noncontrolling interests	9	8	(4)
Net earnings attributable to controlling interests	$ 1,494	$ 1,463	$ 970
Basic net earnings per share	$ 5.83	$ 6.63	$ 4.51
Diluted net earnings per share	5.74	6.50	4.42
Dividends declared per common share	2.60	2.40	2.20

See notes to consolidated financial statements.

Arthur J. Gallagher & Co.
Consolidated Statement of Comprehensive Earnings
(In millions)

	Year Ended December 31,		
	2025	2024	2023
Net earnings	$ 1,503	$ 1,471	$ 966
Change in pension liability, net of taxes	—	14	12
Foreign currency translation, net of taxes	630	(365)	258
Change in fair value of derivative instruments, net of taxes	(4)	(8)	78
Comprehensive earnings	2,129	1,112	1,314
Comprehensive earnings (loss) attributable to noncontrolling interests	9	8	(3)
Comprehensive earnings attributable to controlling interests	$ 2,120	$ 1,104	$ 1,317

See notes to consolidated financial statements.

Arthur J. Gallagher & Co.
Consolidated Balance Sheet
(In millions)

	December 31,	
	2025	2024
Cash and cash equivalents	$ 1,396	$ 14,987
Fiduciary assets (includes fiduciary cash of $7,142 in 2025 and $5,481 in 2024)	26,899	24,712
Accounts receivable, net	5,175	3,896
Other current assets	886	518
Total current assets	34,356	44,113
Fixed assets - net	789	650
Deferred income taxes (includes tax credit carryforwards of $772 in 2024)	43	959
Other noncurrent assets	1,602	1,355
Right-of-use assets	598	378
Goodwill - net	22,593	12,270
Amortizable intangible assets - net	10,684	4,530
Total assets	$ 70,665	$ 64,255
Fiduciary liabilities	$ 26,899	$ 24,712
Accrued compensation and other current liabilities	4,017	3,586
Deferred revenue - current	737	537
Premium financing debt	226	225
Corporate related borrowings - current	640	200
Total current liabilities	32,519	29,260
Corporate related borrowings - noncurrent	12,104	12,732
Deferred revenue - noncurrent	155	67
Lease liabilities - noncurrent	515	328
Other noncurrent liabilities (includes tax credit carryforwards of $713 in 2025)	2,025	1,688
Total liabilities	47,318	44,075
Stockholders' equity:		
Common stock - authorized 400 shares; issued and outstanding 257 shares in 2025 and 250 shares in 2024	257	250
Capital in excess of par value	17,783	16,069
Retained earnings	5,806	4,986
Accumulated other comprehensive loss	(525)	(1,151)
Stockholders' equity attributable to controlling interests	23,321	20,154
Stockholders' equity attributable to noncontrolling interests	26	26
Total stockholders' equity	23,347	20,180
Total liabilities and stockholders' equity	$ 70,665	$ 64,255

See notes to consolidated financial statements.

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Arthur J. Gallagher & Co.
Consolidated Statement of Cash Flows
(In millions)

	Year Ended December 31,		
	2025	2024	2023
Cash flows from operating activities:			
Net earnings	$ 1,503	$ 1,471	$ 966
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Net gain on investments and other	(23)	(23)	(8)
Depreciation and amortization	1,122	843	697
Change in estimated acquisition earnout payables	46	26	378
Amortization of deferred compensation and restricted stock	148	117	105
Stock-based and other noncash compensation expense	49	42	31
Payments on acquisition earnouts in excess of original estimates	(491)	(43)	(68)
Provision for deferred income taxes	61	109	43
Effect of changes in foreign exchange rates	54	—	10
Net change in accounts receivable, net	(278)	(65)	(504)
Net change in deferred revenue	(56)	(116)	49
Net change in other current assets	(218)	(114)	(107)
Net change in accrued compensation and other accrued liabilities	112	363	463
Net change in income taxes payable	(60)	(42)	(78)
Net change in other noncurrent assets and liabilities	(39)	15	55
Net cash provided by operating activities	1,930	2,583	2,032
Cash flows from investing activities:			
Capital expenditures	(145)	(142)	(194)
Cash paid for acquisitions, net of cash and restricted cash acquired	(15,766)	(1,462)	(3,042)
Net proceeds from sales of operations/books of business	17	20	10
Net funding of investment transactions	2	6	6
Net funding of premium finance loans	16	(9)	(73)
Net cash used by investing activities	(15,876)	(1,587)	(3,293)
Cash flows from financing activities:			
Payments on acquisition earnouts	(442)	(143)	(98)
Proceeds from issuance of common stock	1,499	8,507	120
Payments to noncontrolling interests	(5)	(4)	(2)
Dividends paid	(667)	(525)	(474)
Net change in fiduciary assets and liabilities	1,531	(1)	1,297
Net borrowings on premium financing debt facility	(15)	(41)	42
Borrowings on line of credit facility	2,546	1,663	3,795
Repayments on line of credit facility	(2,546)	(1,907)	(3,610)
Net borrowings of corporate related long-term debt	(197)	5,552	1,634
Debt acquisition costs	9	(52)	(18)
Settlements on terminated interest rate swaps	—	3	188
Net cash provided by financing activities	1,713	13,052	2,874
Effect of changes in foreign exchange rates on cash, cash equivalents, restricted cash and fiduciary cash	303	(123)	(34)
Net (decrease) increase in cash, cash equivalents, restricted cash and fiduciary cash	(11,930)	13,925	1,579
Cash, cash equivalents, restricted cash and fiduciary cash at beginning of year	20,468	6,543	4,964
Cash, cash equivalents, restricted cash and fiduciary cash at end of year	$ 8,538	$ 20,468	$ 6,543

See notes to consolidated financial statements.

Arthur J. Gallagher & Co.
Consolidated Statement of Stockholders' Equity
(In millions)

	Common Stock		Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Shares	Amount					
Balance at December 31, 2022	211.9	$ 211.9	$ 6,510	$ 3,562	$ (1,140)	$ 46	$ 9,190
Net earnings	—	—	—	970	—	(4)	966
Net purchase of subsidiary shares from noncontrolling interests	—	—	—	—	—	(3)	(3)
Dividends paid to noncontrolling interests	—	—	—	—	—	(1)	(1)
Net change in pension asset/liability, net of taxes of $3 million	—	—	—	—	12	—	12
Foreign currency translation	—	—	—	—	258	1	259
Change in fair value of derivative instruments, net of taxes of $27 million	—	—	—	—	78	—	78
Compensation expense related to stock option plan grants	—	—	34	—	—	—	34
Common stock issued in:							—
Twenty-three purchase transactions	2.5	2.5	523	—	—	—	526
Stock option plans	1.2	1.2	64	—	—	—	65
Employee stock purchase plan	0.3	0.3	55	—	—	—	55
Shares issued to benefit plans	0.4	0.4	84	—	—	—	84
Deferred compensation and restricted stock	0.4	0.4	28	—	—	—	28
Cash dividends declared on common stock	—	—	—	(479)	—	—	(479)
Balance at December 31, 2023	216.7	216.7	7,298	4,053	(792)	39	10,815
Net earnings	—	—	—	1,463	—	8	1,471
Net purchase of subsidiary shares from noncontrolling interests	—	—	—	—	—	(18)	(18)
Dividends paid to noncontrolling interests	—	—	—	—	—	(3)	(3)
Net change in pension asset/liability, net of taxes of $3 million	—	—	—	—	14	—	14
Foreign currency translation	—	—	—	—	(365)	—	(365)
Change in fair value of derivative instruments, net of taxes of $(3) million	—	—	—	—	(8)	—	(8)
Compensation expense related to stock option plan grants	—	—	48	—	—	—	48
Common stock issued in:							
Thirteen purchase transactions	0.6	0.6	140	—	—	—	141
Stock option plans	1.3	1.3	91	—	—	—	92
Employee stock purchase plan	0.3	0.3	70	—	—	—	70
Shares issued to benefit plans	0.4	0.4	98	—	—	—	98
Deferred compensation and restricted stock	0.3	0.3	10	—	—	—	10
Stock issuance from public offering	30.4	30.4	8,314	—	—	—	8,344
Cash dividends declared on common stock	—	—	—	(530)	—	—	(530)
Balance at December 31, 2024	250.0	$ 250.0	$ 16,069	$ 4,986	$ (1,151)	$ 26	$ 20,180

See notes to consolidated financial statements.

Arthur J. Gallagher & Co.
Consolidated Statement of Stockholders' Equity (continued)
(In millions)

	Common Stock		Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Shares	Amount					
Balance at December 31, 2024	250.0	$ 250.0	$ 16,069	$ 4,986	$ (1,151)	$ 26	$ 20,180
Net earnings	—	—	—	1,494	—	9	1,503
Net purchase of subsidiary shares from noncontrolling interests	—	—	—	—	—	(2)	(2)
Dividends paid to noncontrolling interests	—	—	—	—	—	(7)	(7)
Foreign currency translation	—	—	—	—	630	—	630
Change in fair value of derivative instruments, net of taxes of $1 million	—	—	—	—	(4)	—	(4)
Compensation expense related to stock option plan grants	—	—	54	—	—	—	54
Common stock issued in:							
Five purchase transactions	0.1	0.1	30	—	—	—	30
Stock option plans	1.2	1.2	111	—	—	—	112
Employee stock purchase plan	0.3	0.3	80	—	—	—	80
Shares issued to benefit plans	0.3	0.3	119	—	—	—	119
Deferred compensation and restricted stock	0.5	0.5	72	—	—	—	73
Stock issuance from public offering	4.6	4.6	1,248	—	—	—	1,253
Cash dividends declared on common stock	—	—	—	(674)	—	—	(674)
Balance at December 31, 2025	257.0	$ 257.0	$ 17,783	$ 5,806	$ (525)	$ 26	$ 23,347

See notes to consolidated financial statements.

Arthur J. Gallagher & Co.

Notes to Consolidated Financial Statements

December 31, 2025

1. Summary of Significant Accounting Policies

Terms Used in Notes to Consolidated Financial Statements

ASC - Accounting Standards Codification.

ASU - Accounting Standards Update.

FASB - The Financial Accounting Standards Board.

GAAP - United States (U.S.) generally accepted accounting principles.

IRC - Internal Revenue Code.

IRS - Internal Revenue Service.

Topic 606 - ASU No. 2014-09, Revenue from Contracts with Customers.

Underwriting enterprises - Insurance companies, reinsurance companies and various other forms of risk-taking entities, including intermediaries of underwriting enterprises.

Nature of Operations

Arthur J. Gallagher & Co. and its subsidiaries, collectively referred to herein as we, our, us or the Company, provide insurance brokerage, consulting and third party claims settlement and administration services to both domestic and international entities. We have three reportable segments: brokerage, risk management and corporate. Our brokers, agents and administrators act as intermediaries between underwriting enterprises and our clients.

Our brokerage segment operations provide brokerage and consulting services to entities of all types, including commercial, nonprofit, public sector entities and to a lesser extent, individuals, in the areas of insurance and reinsurance placements, risk of loss management and management of employer sponsored benefit programs. Our risk management segment operations provide contract claim settlement, claim administration, loss control services and risk management consulting for commercial, nonprofit, captive and public sector entities, and various other organizations that choose to self-insure property/casualty coverages or choose to use a third-party claims management organization rather than the claim services provided by underwriting enterprises. The corporate segment reports the financial information related to our debt, external acquisition-related expenses, other corporate costs, the impact of foreign currency translation and clean energy investments.

We do not assume underwriting risk on a net basis, other than with respect to de minimis amounts necessary to provide minimum or regulatory capital insurance to organize captives, pools, specialized underwriters or risk-retention groups. Rather, capital necessary for covering losses is provided by underwriting enterprises.

Investment income and other revenues are primarily generated from our premium financing operations, our invested cash and restricted cash we hold on behalf of our clients, as well as clean energy investments. In addition, our share of the net earnings related to partially owned entities that are accounted for using the equity method is included in investment income.

Arthur J. Gallagher & Co., a global insurance brokerage, risk management and consulting services firm, is headquartered in Rolling Meadows, Illinois. The Company provides these services in approximately 130 countries around the world through its owned operations and a network of correspondent brokers and consultants.

Basis of Presentation

The accompanying consolidated financial statements include our accounts and all of our majority-owned subsidiaries (50% or greater ownership). Substantially all of our investments in partially owned entities in which our ownership is less than 50% are accounted for using the equity method based on the legal form of our ownership interest and the applicable ownership percentage of the entity. However, in situations where a less than 50%-owned investment has been determined to be a variable interest entity and we are deemed to be the primary beneficiary in accordance with the variable interest model of consolidation, we will consolidate the investment into our consolidated financial statements. For partially owned entities accounted for using the equity method, our share of the net earnings of these entities is included in consolidated net earnings. All material intercompany accounts and transactions have been eliminated in consolidation.

In the preparation of our consolidated financial statements as of December 31, 2025, management evaluated all material subsequent events or transactions that occurred after the balance sheet date through the date on which the financial statements were issued for potential recognition and/or disclosure in the notes therein.

Use of Estimates

The preparation of our consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. These accounting principles require us to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenues and expenses, and the disclosure of contingent assets and liabilities at the date of our consolidated financial statements. We periodically evaluate our estimates and assumptions, including those relating to the valuation of goodwill and other intangible assets, right-of-use assets, investments, income taxes, revenue recognition, deferred costs, stock-based compensation, claims handling obligations, retirement plans, litigation and contingencies. We base our estimates on historical experience and various assumptions that we believe to be reasonable based on specific circumstances. Such estimates and assumptions could change in the future as more information becomes known, which could impact the amounts reported and disclosed herein.

Revenue Recognition

Our revenues are derived from commissions and fees as primarily specified in a written contract, or unwritten business understanding, with our clients or underwriting enterprises. We also recognize investment income over time from our invested assets and invested assets we hold on behalf of our clients or underwriting enterprises.

BROKERAGE SEGMENT

Our brokerage segment generates revenues by:

- Identifying, negotiating and placing all forms of insurance (or insurance-like) coverage, as well as providing data analytics, risk-shifting, risk-sharing and risk-mitigation consulting services, principally related to property/casualty, life, health, welfare and disability insurance. We also provide these services through, or in conjunction with, other unrelated agents and brokers, consultants and management advisors;
- Identifying, negotiating and placing all forms of reinsurance coverage, as well as providing capital markets services, including acting as underwriter, with respect to insurance linked securities, weather derivatives, capital raising and selected merger and acquisition advisory activities;
- Acting as an agent or broker for multiple underwriting enterprises by providing services such as sales, marketing, selecting, negotiating, underwriting, servicing and placing insurance coverage on their behalf;
- Providing consulting services related to health and welfare benefits, voluntary benefits, executive benefits, compensation, retirement planning, institutional investment and fiduciary, actuarial, compliance, private insurance exchange, human resource technology, communications and benefits administration; and
- Providing management and administrative services to captives, pools, risk-retention groups, healthcare exchanges, small underwriting enterprises, such as accounting, claims and loss

processing assistance, feasibility studies, actuarial studies, data analytics and other administrative services.

The vast majority of our brokerage contracts and service understandings are for a period of one year or less.

Commissions and fees

The primary source of revenues for our brokerage services is commissions from underwriting enterprises, based on a percentage of premiums paid by our clients, or fees received from clients based on an agreed level of service usually in lieu of commissions. These commissions and fees revenues are substantially recognized at a point in time on the effective date of the associated policies when control of the policy transfers to the client, as well as deferring certain revenues to reflect delivery of services over the contract period.

Commissions are fixed at the contract effective date and generally are based on a percentage of premiums for insurance coverage or employee headcount for employer sponsored benefit plans. Commissions depend upon a large number of factors, including the type of risk being placed, the particular underwriting enterprise's demand, the expected loss experience of the particular risk of coverage, and historical benchmarks surrounding the level of effort necessary for us to place and service the insurance contract. Rather than being tied to the amount of premiums, fees are most often based on an expected level of effort to provide our services.

Whether we are paid a commission or a fee, the vast majority of our services are associated with the placement of an insurance (or insurance-like) contract. Accordingly, we recognize approximately 85% of our commission and fee revenues on the effective date of the underlying insurance contract. The amount of revenue we recognize is based on our costs to provide our services up and through that effective date, including an appropriate estimate of our profit margin on a portfolio basis (a practical expedient as defined in Topic 606). Based on the proportion of additional services we provide in each period after the effective date of the insurance contract, including an appropriate estimate of our profit margin, we recognize approximately 10% of our commission and fee revenues in the first three months, and the remaining 5% thereafter. These periods may be different than the underlying premium payment patterns of the insurance contracts, but the vast majority of our services are fully provided within one year of the insurance contract effective date.

For consulting and advisory services, we recognize our revenue in the period in which we provide the service or advice. For management and administrative services, our revenue is recognized ratably over the contract period consistent with the performance of our obligations, mostly over an annual term.

Supplemental revenues

Certain underwriting enterprises may pay us additional revenues for the volume of premium placed with them and for insights into our sales pipeline, our sales capabilities or our risk selection knowledge. These amounts are in excess of the commission and fee revenues discussed above, and not all business we place with underwriting enterprises is eligible for supplemental revenues. Unlike contingent revenues, discussed below, these revenues are primarily a fixed amount or fixed percentage of premium of the underlying eligible insurance contracts. For supplemental revenue contracts based on a fixed percentage of premium, our obligation to the underwriting enterprise is substantially completed upon the effective date of the underlying insurance contract and revenue is fully earned at that time. For supplemental revenue contracts based on a fixed amount, revenue is recognized ratably over the contract period consistent with the performance of our obligations, almost always over an annual term. We receive these revenues on a quarterly or annual basis.

Contingent revenues

Certain underwriting enterprises may pay us additional revenues for our sales capabilities, our risk selection knowledge, or our administrative efficiencies. These amounts are in excess of the commission or fee revenues discussed above, and not all business we place with participating underwriting enterprises is eligible for contingent revenues. Unlike supplemental revenues, also discussed above, these revenues are variable, generally based on growth, the loss experience of the underlying insurance contracts, and/or our efficiency in processing the business. We generally operate under calendar year contracts, but we do not receive these revenues from the underwriting enterprises until the following calendar year, generally in the first and second quarters, after verification of the performance indicators outlined in the contracts. Accordingly, during each reporting period, we must make our best estimate of amounts we have earned using historical averages and other factors to project such revenues. We base our estimates each period on a contract-by-contract basis where available. In certain cases, it is impractical to assess a very large number of smaller contingent revenue contracts, so

we use a historical portfolio estimate in aggregate (a practical expedient as defined in Topic 606). Because our expectation of the ultimate contingent revenue amounts to be earned can vary from period to period, especially in contracts sensitive to loss ratios, our estimates might change significantly from quarter to quarter. For example, in circumstances where our revenues are dependent on a full calendar year loss ratio, adverse loss experience in the fourth quarter could not only negate revenue earnings in the fourth quarter, but also trigger the need to reverse revenues previously recognized during the prior quarters. Variable consideration is recognized when we conclude, based on all the facts and information available at the reporting date, that it is probable that a significant revenue reversal will not occur in future periods.

Sub-brokerage costs

Sub-brokerage costs are excluded from our gross revenues in our determination of total revenues. Sub-brokerage costs represent commissions paid to sub-brokers related to the placement of certain business by our brokerage segment operations. We recognize this contra revenue in the same manner as the commission revenue to which it relates.

RISK MANAGEMENT SEGMENT

Revenues for our risk management segment are comprised of fees generally negotiated (i) on a per-claim or per-service basis, (ii) on a cost-plus basis, or (iii) as performance-based fees. We also provide risk management consulting services that are recognized as the services are delivered.

Per-claim or per-service fees

Where we operate under a contract with our fee established on a per-claim or per-service basis, our obligation is to process claims for a term specified within the contract. Because it is impractical to recognize our revenues on an individual claim-by-claim basis, we recognize revenue plus an appropriate estimate of our profit margin on a portfolio basis by grouping claims with similar characteristics (a practical expedient as defined in Topic 606). We apply actuarially-determined, historical-based patterns to determine our future service obligations, without applying a present value discount.

Cost-plus fees

Where we provide services and generate revenues on a cost-plus basis, we recognize revenue over the contract period consistent with the performance of our obligations.

Performance-based fees

Certain clients pay us additional fee revenues for our efficiency in managing claims or on the basis of claim outcome effectiveness. These amounts are in excess of the fee revenues discussed above. These revenues are variable, generally based on performance metrics set forth in the underlying contracts. We generally operate under multi-year contracts with fiscal year measurement periods. We do not receive these fees, if earned, until the following year after verification of the performance metrics outlined in the contracts. Each period we base our estimates on a contract-by-contract basis. We must make our best estimate of amounts we have earned using historical averages and other factors to project such revenues. Variable consideration is recognized when we conclude that it is probable that a significant revenue reversal will not occur in future periods.

Reimbursements

Reimbursements represent amounts received from clients reimbursing us for certain third-party costs associated with providing our claims management services. In certain service partner relationships, we are considered a principal because we direct the third party, control the specified service and combine the services provided into an integrated solution. Given this principal relationship, we are required to recognize revenue gross and service partner vendor fees in the operating expense in our consolidated statement of earnings.

Deferred Costs

We incur costs to provide brokerage and risk management services. Those costs are either (i) costs to obtain a contract or (ii) costs to fulfill such contract, or (iii) all other costs.

- Costs to obtain - we incur costs to obtain a contract with a client. Those costs would not have been incurred if the contract had not been obtained. Almost all of

our costs to obtain are incurred prior to, or on, the effective date of the contract and consist primarily of incentive compensation we pay to our production employees. Our costs to obtain are expensed as incurred as described in Note 4 to these consolidated financial statements.

- Costs to fulfill - we incur costs to fulfill a contract (or anticipated contract) with a client. Those costs are incurred prior to the effective date of the contract and relate to fulfilling our primary placement obligations to our clients. Our costs to fulfill prior to the effective date are capitalized and amortized on the effective date. These fulfillment activities include collecting underwriting information from our client, assessing their insurance needs and negotiating their placement with one or more underwriting enterprises. The majority of costs that we incur relate to compensation and benefits of our client service employees. Costs incurred during preplacement activities are expected to be recovered in the future. If the capitalized costs are no longer deemed to be recoverable, then they would be expensed.
- Other costs that are not costs to obtain or fulfill are expensed as incurred. Examples include other operating costs such as rent, utilities, management costs, overhead costs, legal and other professional fees, technology costs, insurance related costs, communication and advertising, and travel and entertainment. Depreciation, amortization and change in estimated acquisition earnout payable are expensed as incurred.

Investment Income

Investment income primarily includes interest (including revenue from our premium financing operations) and dividend income, which is accrued as it is earned. Net gains on divestitures represent one-time gains related to sales of brokerage related businesses, which are primarily recognized on a cash received basis.

Earnings per Share

Basic net earnings per share is computed by dividing net earnings by the weighted average number of common shares outstanding during the reporting period. Diluted net earnings per share is computed by dividing net earnings by the weighted average number of common and common equivalent shares outstanding during the reporting period. Common equivalent shares include incremental shares from dilutive stock options, which are calculated from the date of grant under the treasury stock method using the average market price for the period.

Cash and Cash Equivalents

Short-term investments, consisting principally of cash and money market accounts that have average maturities of 90 days or less, are considered cash equivalents.

Fiduciary Assets and Liabilities

Fiduciary assets represent cash held and insurance and reinsurance receivables that relate to our clients and are held on their behalf. Fiduciary liabilities represent the corresponding amounts that are owed to underwriting enterprises on behalf of our clients. In our capacity as an insurance broker, we collect premiums from insureds and, after deducting our commissions and/or fees, remit these premiums to underwriting enterprises. We hold unremitted insurance premiums in a fiduciary capacity until we disburse them, and the use of such funds is restricted by laws in certain states and foreign jurisdictions in which our subsidiaries operate. Various state and foreign agencies regulate insurance brokers and provide specific requirements that limit the type of investments that may be made with such funds. Accordingly, we invest these funds in cash and U.S. Treasury fund accounts. We can earn interest income on these unremitted funds, which is included in investment income in the accompanying consolidated statement of earnings. These unremitted amounts are included in fiduciary assets in the accompanying consolidated balance sheet, with the related liability included in fiduciary liabilities. Additionally, several of our foreign subsidiaries are required by various foreign agencies to meet certain liquidity and solvency requirements. We were in compliance with these requirements at December 31, 2025. This restricted cash is included in cash and cash equivalents net in the accompanying consolidated balance sheet.

Related to our third party administration business and in certain of our brokerage operations, we are responsible for client claim funds that we hold in a fiduciary capacity. We do not earn any interest income on the funds held. These client funds have been included in fiduciary assets, along with a corresponding liability in fiduciary liabilities in the accompanying consolidated balance sheet.

Accounts Receivable

Accounts receivable, net in the accompanying consolidated balance sheet includes accrued agency billed commissions, fees, supplemental commissions, direct bill commissions and contingent commission receivables due to the Company. Accounts receivable are net of allowances for estimated policy cancellations and credit losses on trade receivables and accounts receivables. The allowance for estimated policy cancellations was $23 million and $13 million at December 31, 2025 and 2024, respectively, which represents a reserve for future reversals in commission and fee revenues related to the potential cancellation of client insurance policies that were in force as of each year end. The allowance for credit losses on trade receivables and accounts receivables was $49 million and $22 million at December 31, 2025 and 2024, respectively. We establish the allowance for estimated policy cancellations through a charge to revenues and the allowance for doubtful accounts through a charge to operating expenses. Both of these allowances are based on estimates and assumptions using historical data to project future experience. Such estimates and assumptions could change in the future as more information becomes known which could impact the amounts reported and disclosed herein. We periodically review the adequacy of these allowances and make adjustments as necessary.

Derivative Instruments

We are exposed to market risks, including changes in foreign currency exchange rates and interest rates. To manage the risk related to these exposures, we enter into various derivative instruments that reduce these risks by creating offsetting exposures. In the normal course of business, we are exposed to the impact of foreign currency fluctuations that impact our results of operations and cash flows. We utilize a foreign currency risk management program involving foreign currency derivatives that consist of several monthly put/call options designed to hedge a portion of our future foreign currency disbursements through various future payment dates. To mitigate the counterparty credit risk we only enter into contracts with major financial institutions based upon their credit ratings and other factors. These derivative instrument contracts are cash flow hedges that qualify for hedge accounting and primarily hedge against fluctuations between changes in the British pound and Indian Rupee versus the U.S. dollar. Changes in fair value of the derivative instruments are reflected in other comprehensive earnings in the accompanying consolidated balance sheet. The impact of the hedge at maturity is recognized in the income statement as a component of investment income, compensation and operating expenses depending on the nature of the hedged item. We enter into various long-term debt agreements. We use interest rate derivatives, typically swaps, to reduce our exposure to the effects of interest rate fluctuations on the forecasted interest rates for up to three years into the future. These derivative instrument contracts are periodically monitored for hedge ineffectiveness, the amount of which has not been material to the accompanying consolidated financial statements. We do not use derivatives for trading or speculative purposes.

Premium Financing

Seven subsidiaries of the brokerage segment make short-term loans (generally with terms of twelve months or less) to our clients to finance premiums. These premium financing contracts are structured to minimize potential bad debt expense to us. Such receivables are generally considered delinquent after seven days of the payment due date. In normal course, insurance policies are canceled within one month of the contractual payment due date if the payment remains delinquent. We recognize interest income as it is earned over the life of the contract using the "level-yield" method. Unearned interest related to contracts receivable is included in the receivable balance in the accompanying consolidated balance sheet. The outstanding loan receivable balance was $636 million and $616 million at December 31, 2025 and 2024, respectively.

Fixed Assets

We carry fixed assets at cost, less accumulated depreciation, in the accompanying consolidated balance sheet. We periodically review long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable. Under those circumstances, if the fair value were less than the carrying amount of the asset, we would recognize a loss for the difference. Depreciation for fixed assets is computed using the straight-line method over the following estimated useful lives:

	Useful Life
Office equipment	Three to ten years
Furniture and fixtures	Two to ten years
Computer equipment	Three to five years
Building	Fifteen to forty years
Software	Three to five years
Leasehold improvements	Shorter of the lease term or useful life of the asset

Intangible Assets

Intangible assets represent the excess of cost over the estimated fair value of net tangible assets of acquired businesses. Our primary intangible assets are classified as either goodwill, expiration lists, non-compete agreements or trade names. Expiration lists, non-compete agreements and trade names are amortized using the straight-line method over their estimated useful lives (two to fifteen years for expiration lists, two to six years for non-compete agreements and two to fifteen years for trade names), while goodwill is not subject to amortization. The establishment of goodwill, expiration lists, non-compete agreements and trade names and the determination of estimated useful lives are primarily based on valuations we receive from qualified independent appraisers. The calculations of these amounts are based on estimates and assumptions using historical and projected financial information and recognized valuation methods. Different estimates or assumptions could produce different results. We carry identifiable intangible assets at cost, less accumulated amortization, in the accompanying consolidated balance sheet.

We review all of our intangible assets for impairment periodically (at least annually for goodwill) and whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable. We perform such impairment reviews at the division (i.e., reporting unit) level with respect to goodwill and at the business unit level for amortizable intangible assets. While goodwill is not amortizable, it is tested for impairment at least annually in the fourth quarter, and more frequently if there are indicators of impairment or whenever business circumstances suggest that the carrying value of goodwill may not be recoverable. We may initially perform a qualitative analysis to determine if it is more likely than not that the goodwill balance is impaired. If a qualitative assessment is not performed or if a determination is made that it is not more likely than not that the fair value of the reporting unit exceeds its carrying amount, then we will perform a quantitative analysis. The fair value of each reporting unit is compared to its carrying value. If the fair value of the reporting unit is less than its carrying value, a non-cash impairment charge is recognized for the amount by which the carrying value exceeds the reporting unit's fair value with the loss not exceeding the total amount of goodwill allocated to that reporting unit. We completed our 2025 annual assessment in the fourth quarter and concluded goodwill was not impaired, as the fair value of each reporting unit exceeded its carrying value.

The carrying value of amortizable intangible assets attributable to each business or asset group is periodically reviewed by management to determine if there are events or changes in circumstances that would indicate that its carrying amount may not be recoverable. Accordingly, if there are any such changes in circumstances during the year, we assess the carrying value of the amortizable intangible assets by considering the estimated future undiscounted cash flows generated by the corresponding business or asset group. Any impairment identified through this assessment may require that the carrying value of related amortizable intangible assets be adjusted and charged against current period earnings as a component of amortization expense. Based on the results of impairment reviews in 2025, 2024 and 2023, we wrote off $66 million, $19 million and $4 million, respectively, of amortizable intangible assets primarily related to acquisitions (made prior to 2024) of our brokerage and risk management segments, which is included in amortization expense in the accompanying consolidated statement of earnings. The determinations of impairment indicators and fair value are based on estimates and assumptions related to the amount and timing of future cash flows and future interest rates. Such estimates and assumptions could change in the future as more information becomes known which could impact the amounts reported and disclosed herein.

Income Taxes

Our tax rate reflects the statutory tax rates applicable to our taxable earnings and tax planning in the various jurisdictions in which we operate. Significant judgment is required in determining the annual effective tax rate and in evaluating uncertain tax positions. We report a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in our tax return. We evaluate our tax positions using a two-step process. The first step involves recognition. We determine whether it is more likely than not that a tax position will be sustained upon tax examination based solely on the

technical merits of the position. The technical merits of a tax position are derived from both statutory and judicial authority (legislation and statutes, legislative intent, regulations, rulings and case law) and their applicability to the facts and circumstances of the position. If a tax position does not meet the "more likely than not" recognition threshold, we do not recognize the benefit of that position in the financial statements. The second step is measurement. A tax position that meets the "more likely than not" recognition threshold is measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured as the largest amount of benefit that has a likelihood of greater than 50% of being realized upon ultimate resolution with a taxing authority.

Uncertain tax positions are measured based upon the facts and circumstances that exist at each reporting period and involve significant management judgment. Subsequent changes in judgment based upon new information may lead to changes in recognition, derecognition and measurement. Adjustments may result, for example, upon resolution of an issue with the taxing authorities, or expiration of a statute of limitations barring an assessment for an issue. We recognize interest and penalties, if any, related to unrecognized tax benefits in our provision for income taxes.

Tax law requires certain items to be included in our tax returns at different times than such items are reflected in the financial statements. As a result, the annual tax expense reflected in our consolidated statements of earnings is different than that reported in our tax returns. Some of these differences are permanent, such as expenses that are not deductible in our tax returns, and some differences are temporary and reverse over time, such as depreciation expense and amortization expense deductible for income tax purposes. Temporary differences create deferred tax assets and liabilities. Deferred tax liabilities generally represent tax expense recognized in the financial statements for which a tax payment has been deferred, or expense which has been deducted in the tax return but has not yet been recognized in the financial statements. Deferred tax assets generally represent items that can be used as a tax deduction or credit in tax returns in future years for which a benefit has already been recorded in the financial statements.

We establish or adjust valuation allowances for deferred tax assets when we estimate that it is more likely than not that future taxable income will be insufficient to fully use a deduction or credit in a specific jurisdiction. In assessing the need for the recognition of a valuation allowance for deferred tax assets, we consider whether it is more likely than not that some portion, or all, of the deferred tax assets will not be realized and adjust the valuation allowance accordingly. We evaluate all significant available positive and negative evidence as part of our analysis. Negative evidence includes the existence of losses in recent years. Positive evidence includes the forecast of future taxable income by jurisdiction, tax-planning strategies that would result in the realization of deferred tax assets and the presence of taxable income in prior carryback years. The underlying assumptions we use in forecasting future taxable income require significant judgment and take into account our recent performance. Such estimates and assumptions could change in the future as more information becomes known which could impact the amounts reported and disclosed herein. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the periods in which temporary differences are deductible or creditable.

Fair Value of Financial Instruments

Fair value accounting establishes a framework for measuring fair value, which is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., an exit price). This framework includes a fair value hierarchy that prioritizes the inputs to the valuation technique used to measure fair value.

The classification of a financial instrument within the valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability on the measurement date. The three levels of the hierarchy in order of priority of inputs to the valuation technique are defined as follows:

- Level 1 - Valuations are based on unadjusted quoted prices in active markets for identical financial instruments;
- Level 2 - Valuations are based on quoted market prices, other than quoted prices included in Level 1, in markets that are not active or on inputs that are observable either directly or indirectly for the full term of the financial instrument; and
- Level 3 - Valuations are based on pricing or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement of the financial instrument. Such inputs may reflect management's own assumptions about the assumptions a market participant would use in pricing the financial instrument.

The level in the fair value hierarchy within which the fair value measurement is classified is determined based on the lowest level input that is significant to the fair value measure in its entirety.

The carrying amounts of financial assets and liabilities reported in the accompanying consolidated balance sheet for cash and cash equivalents, fiduciary assets, accounts receivable, other current assets, fiduciary liabilities, accrued compensation and other accrued liabilities and deferred revenue - current, at December 31, 2025 and 2024, approximate fair value because of the short-term duration of these instruments. See Note 3 to these consolidated financial statements for the fair values related to the establishment of intangible assets and the establishment and adjustment of earnout payables. See Note 7 to these consolidated financial statements for the fair values related to borrowings outstanding at December 31, 2025 and 2024 under our debt agreements. See Note 12 to these consolidated financial statements for the fair values related to investments at December 31, 2025 and 2024 under our defined benefit pension plan.

Litigation

We are the defendant in various legal actions related to claims, lawsuits and proceedings incidental to the nature of our business. We record liabilities for loss contingencies, including legal costs (such as fees and expenses of external lawyers and other service providers) to be incurred, when it is probable that a liability has been incurred on or before the balance sheet date and the amount of the liability can be reasonably estimated. We do not discount such contingent liabilities. To the extent recovery of such losses and legal costs is probable under our insurance programs, we record estimated recoveries concurrently with the losses recognized. Significant management judgment is required to estimate the amounts of such contingent liabilities and the related insurance recoveries. In order to assess our potential liability, we analyze our litigation exposure based on available information, including consultation with outside counsel handling the defense of these matters. As these liabilities are uncertain by their nature, the recorded amounts may change due to a variety of different factors, including new developments in, or changes in approach, such as changing the settlement strategy as applicable to each matter.

Retention Bonus Arrangements

In connection with the hiring and retention of both new talent and experienced personnel, including our senior management, brokers and other key personnel, we have entered into various agreements with key employees setting up the conditions for the cash payment of certain retention bonuses. These bonuses are an incentive for these employees to remain with the Company, for a fixed period of time, to allow us to capitalize on their knowledge and experience. We have various forms of retention bonus arrangements: some are paid up front and some are paid at the end of the term, but all are contingent upon successfully completing a minimum period of employment. A retention bonus that is paid to an employee upfront that is contingent on a certain minimum period of employment, will be initially classified as a prepaid asset and amortized to compensation expense as the future services are rendered over the duration of the stay period. A retention bonus that is paid to an employee at the end of the term that is contingent on a certain minimum period of employment, will be accrued as a liability through compensation expense as the future services are rendered over the duration of the stay period. If an employee leaves prior to the required time frame to earn the retention bonus outright, then all or any portion that is ultimately unearned or refundable, and recovered by the Company if prepaid, is forfeited and reversed through compensation expense.

Stock-Based Compensation

We have several employee equity-settled and cash-settled share-based compensation plans. Equity-settled share-based payments to employees include grants of stock options, performance stock units and restricted stock units and are measured based on estimated grant date fair value. We have elected to use the Black-Scholes option pricing model to determine the fair value of stock options on the dates of grant. Performance stock units are measured on the probable outcome of the performance conditions applicable to each grant. Restricted stock units are measured based on the fair market values of the underlying stock on the dates of grant. Shares are issued on the vesting dates net of the minimum statutory tax withholding requirements, as applicable, to be paid by us on behalf of our employees. As a result, the actual number of shares issued will be fewer than the actual number of performance stock units and restricted stock units outstanding. Furthermore, we record the liability for withholding amounts to be paid by us as a reduction to additional paid-in capital when paid.

Cash-settled share-based payments to employees include awards under our Performance Unit Program and stock appreciation rights. The fair value of the amount payable to employees in respect of cash-settled share-based payments is recognized as compensation expense, with a corresponding increase in liabilities, over the vesting period. The liability is

remeasured at each reporting date and at settlement date. Any changes in fair value of the liability are recognized as compensation expense.

We recognize share-based compensation expense over the requisite service period for awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs from original estimates.

Employee Stock Purchase Plan

We have an employee stock purchase plan (which we refer to as the ESPP), under which the sale of 8 million shares of our common stock has been authorized. Eligible employees may contribute up to 15% of their compensation towards the quarterly purchase of our common stock at a purchase price equal to 95% of the lesser of the fair market value of our common stock on the first business day or the last business day of the quarterly offering period. Eligible employees may annually purchase shares of our common stock with an aggregate fair market value of up to $25,000 (measured as of the first day of each quarterly offering period of each calendar year), provided that no employee may purchase more than 2,000 shares of our common stock under the ESPP during any calendar year. At December 31, 2025, 4.4 million shares of our common stock was reserved for future issuance under the ESPP.

Defined Benefit Pension Plans

We recognize in our consolidated balance sheet, an asset for our defined benefit pension plans' overfunded status or a liability for our plans' underfunded status. We recognize changes in the funded status of our defined benefit pension plans in comprehensive earnings in the year in which the changes occur. We use December 31 as the measurement date for our plans' assets and benefit obligations. See Note 12 to these consolidated financial statements for additional information required to be disclosed related to our defined benefit pension plans.

2. Effect of New Accounting Pronouncements

Income Taxes

In December 31, 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid. The amendment in the ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. We adopted this ASU as of December 31, 2025, which affected our income taxes disclosure. See Note 16 to these consolidated financial statements for further detail regarding the impact of this ASU.

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU 2024-03, Income Statement Reporting–Comprehensive Income–Expense Disaggregation Disclosures (Subtopic 220-40), Disaggregation of Income Statement Expenses. The standard update improves the disclosures about a public business entity's expenses by requiring more detailed information about the types of expenses (including purchases of inventory, employee compensation, depreciation and amortization) included within income statement expense captions. The guidance will be effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The standard updates are to be applied prospectively with the option for retrospective application. We are currently evaluating the impact of adoption of the standard update on its financial statement disclosures.

Accounting for Internal-Use Software

In September 2025, the FASB issued ASU 2025-06, Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software, which amends the guidance in ASC 350-40. The amendments modernize the recognition and disclosure requirements for internal-use software costs, introducing a more judgment-based approach while removing the previous "development stage" model. The amendment in the ASU is effective for all entities for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years, with early adoption permitted. Entities may apply the guidance using a prospective, retrospective or modified transition approach. We are currently evaluating the impact of adoption of the standard update on our financial statement disclosures.

3. Business Combinations

During 2025, we acquired substantially all of the ownership interests or net assets, as applicable, of the following firms in exchange for our common stock and/or cash. These acquisitions have been accounted for using the acquisition method for recording business combinations (in millions, except share data):

Name and Effective Date of Acquisition	Common Shares Issued	Common Share Value	Cash Paid	Accrued Liability	Escrow Deposited	Recorded Earnout Payable	Total Recorded Purchase Price	Maximum Potential Earnout Payable
	(000s)							
W K Webster & Co Ltd February 1, 2025 (WKW)	—	$ —	$ 139	$ 2	$ —	$ 14	$ 155	$ 29
Case Group February 26, 2025 (CSG)	—	—	58	3	6	14	81	84
Woodruff Sawyer & Co April 10, 2025 (WSC)	—	—	1,195	12	67	—	1,274	—
Dolphin TopCo, Inc., the holding company of AssuredPartners, Inc., August 18, 2025 (APG)	—	—	13,515	—	300	—	13,815	—
Tompkins Insurance Agencies, Inc. October 31, 2025 (TIA)	—	—	225	8	—	—	233	—
First Actuarial, LLP November 27, 2025 (FAC)	—	—	101	4	46	7	158	26
Twenty-seven other acquisitions completed in 2025	64	16	502	19	22	73	632	150
	64	$ 16	$ 15,735	$ 48	$ 441	$ 108	$ 16,348	$ 289

On August 18, 2025, we acquired all of the issued and outstanding stock of Dolphin TopCo, Inc., the holding company of AssuredPartners for gross consideration of $13.8 billion. AssuredPartners is a leading U.S. insurance broker with client capabilities across commercial property/casualty, specialty, employee benefits and personal lines with operations in the U.K. and Ireland. We raised $8.5 billion of cash raised in our December 11, 2024 follow-on common stock offering and $5.0 billion of cash in our December 19, 2024 senior notes issuance (which we refer to, together with the follow-on common stock offering, the "AssuredPartners Financing"), to fund the transaction. On January 7, 2025, we received an additional $1.3 billion of cash due to the exercise by the underwriters of the overallotment provision related to the follow-on common stock offering. AssuredPartners had over 10,900 employees serving through offices located across the U.S., U.K. and Ireland.

On April 10, 2025, we acquired all of the issued and outstanding stock of Woodruff Sawyer for consideration of $1.2 billion. We funded the transaction using cash on hand. Woodruff Sawyer provides a full suite of commercial property/casualty products, employee benefits solutions and risk management services with a focus on middle and large market clients. Immediately prior to closing, Woodruff Sawyer had over 600 employees serving clients through 14 U.S. offices and one U.K. office.

Common shares issued in connection with acquisitions are valued at closing market prices as of the effective date of the applicable acquisition or on the days when the shares are issued, if purchase consideration is deferred. We record escrow deposits that are returned to us as a result of adjustments to net assets acquired as reductions of goodwill when the escrows are settled. The maximum potential earnout payables disclosed in the foregoing table represent the maximum amount of additional consideration that could be paid pursuant to the terms of the purchase agreement for the applicable acquisition. The amounts recorded as earnout payables, which are primarily based upon the estimated future operating results of the acquired entities over a two- to three-year period subsequent to the acquisition date, are measured at fair value as of the acquisition date and are included on that basis in the recorded purchase price consideration in the foregoing table. We will record subsequent changes in these estimated earnout obligations, including the accretion of discount, in our consolidated statement of earnings when incurred.

The fair value of these earnout obligations is based on the present value of the expected future payments to be made to the sellers of the acquired entities in accordance with the provisions outlined in the respective purchase agreements, which is a Level 3 fair value measurement. In determining fair value, we estimated the acquired entity's future performance using financial projections developed by management for the acquired entity and market participant assumptions that were derived for revenue growth and/or profitability. Revenue growth rates generally ranged from 5% to 18% for our 2025 acquisitions. We estimated future payments using the earnout formula and performance targets specified in each purchase agreement and the financial projections just described. We then discounted these payments to present value using a risk-adjusted rate that takes into consideration market-based rates of return that reflect the ability of the acquired entity to achieve the targets. The discount rates generally ranged from 8% to 9% for our 2025 acquisitions. In some instances, the fair value of these earnout obligations can be based on other valuation methods including the Black-Scholes Option Pricing Method or Monte Carlo Simulation method. Changes in financial projections, market participant assumptions for revenue growth and/or profitability, or the risk-adjusted discount rate, would result in a change in the fair value of recorded earnout obligations.

During 2025, 2024 and 2023, we recognized $50 million, $62 million and $77 million respectively, of expense in our consolidated statement of earnings related to the accretion of the discount recorded for earnout obligations in connection with our acquisitions. In addition, during 2025, 2024 and 2023, we recognized $4 million of income, $36 million of income and $301 million of expense, respectively, related to net adjustments in the estimated fair value of the liability for earnout obligations in connection with revised assumptions due to changes in interest rates volatility and other assumptions and projections of future performance for 127, 91 and 80 acquisitions, respectively. The net adjustments during 2024, include changes made to the estimated fair value of the Willis Re acquisition earnout and reflect updated assumptions as of December 31, 2024. The aggregate amount of maximum earnout obligations related to acquisitions made in 2022 and subsequent years was $1,518 million as of December 31, 2025, of which $773 million was recorded in the consolidated balance sheet as of that date based on the estimated fair value of the expected future payments to be made, of which approximately $535 million can be settled in cash or common stock at our option and $238 million must be settled in cash. The aggregate amount of maximum earnout obligations related to acquisitions made in 2021 and subsequent years was $1,998 million as of December 31, 2024, of which $1,302 million was recorded in the consolidated balance sheet as of that date based on the estimated fair value of the expected future payments to be made, of which approximately $512 million can be settled in cash or common stock at our option and $790 million must be settled in cash.

The following is a summary of the estimated fair values of the net assets acquired at the date of each acquisition made in 2025 (in millions):

	WKW	CSG	WSC	APG	TIA	FAC	Twenty-seven Other Acquisitions	Total
Cash and cash equivalents	$ 5	$ 6	$ 62	$ 276	$ 13	$ 8	$ 30	$ 400
Fiduciary assets	87	—	465	1,032	7	—	55	1,646
Other current assets	17	4	79	938	7	23	20	1,088
Fixed assets	3	1	13	134	2	—	1	154
Noncurrent assets	2	—	25	237	—	2	2	268
Goodwill	100	59	823	8,376	82	97	367	9,904
Expiration lists	54	25	459	5,993	135	47	307	7,020
Non-compete agreements	—	1	—	—	—	8	10	19
Trade names	2	—	8	27	—	—	—	37
Total assets acquired	270	96	1,934	17,013	246	185	792	20,536
Fiduciary liabilities	87	—	465	1,032	7	—	55	1,646
Current liabilities	12	7	41	933	6	10	18	1,027
Noncurrent liabilities	16	8	154	1,233	—	17	87	1,515
Total liabilities assumed	115	15	660	3,198	13	27	160	4,188
Total net assets acquired	$ 155	$ 81	$ 1,274	$ 13,815	$ 233	$ 158	$ 632	$ 16,348

Among other things, these acquisitions allow us to expand into desirable geographic locations, further extend our presence in the retail and wholesale insurance and reinsurance brokerage markets and increase the volume of general services

currently provided. The excess of the purchase price over the estimated fair value of the tangible net assets acquired at the acquisition date was allocated to goodwill, expiration lists, non-compete agreements and trade names in the amounts of $9,904 million, $7,020 million, $19 million and $37 million, respectively, within the brokerage and risk management segments.

The fair value of the tangible assets and liabilities for each applicable acquisition at the acquisition date approximated their carrying values. In general, the fair value of expiration lists was established using the excess earnings method, which is an income approach based on estimated financial projections developed by management for each acquired entity using market participant assumptions. Revenue growth and attrition rates generally ranged from 3% to 4% and 5% to 12% for our 2025 and 2024 acquisitions, respectively, for which valuations were performed in 2025. We estimate the fair value as the present value of the benefits anticipated from ownership of the subject expiration list in excess of returns required on the investment in contributory assets necessary to realize those benefits. The rate used to discount the net benefits was based on a risk-adjusted rate that takes into consideration market-based rates of return and reflects the risk of the asset relative to the acquired business. These discount rates generally ranged from 10% to 14% for our 2025 and 2024 acquisitions, for which valuations were performed in 2025. The fair value of non-compete agreements was established using the profit differential method, which is an income approach based on estimated financial projections developed by management for the acquired company using market participant assumptions and various non-compete scenarios.

Provisional estimates of fair value are established at the time of each acquisition and are subsequently reviewed and finalized within the first year of operations subsequent to the acquisition date to determine the necessity for adjustments. During this period, we may use independent third-party valuation specialists to assist us in finalizing the fair value of assets acquired and liabilities assumed. Fair value adjustments, if any, are most common to the values established for amortizable intangible assets, including expiration lists, non-compete agreements, acquired software, and for earnout liabilities, with the offset to goodwill, net of any income tax effect. The allocation of the purchase price for AssuredPartners is preliminary, as we have not finalized the valuation of certain acquired identifiable intangible assets and net deferred tax balances. Accordingly, the goodwill recorded also represents a provisional estimate based on information available as of the acquisition date and updated through December 31, 2025. In order to determine the provisional estimates for the acquired identifiable intangible assets and goodwill as of the acquisition date, we applied an estimated allocation of purchase price less the value of net tangible assets acquired to the applicable reporting units. At the reporting unit level, we then applied an estimated allocation of the purchase price to acquired identifiable intangible assets. The estimated allocation was primarily based on preliminary information compiled by the independent third party valuation specialists, data from our prior independent acquisition valuations for similar businesses to AssuredPartners, data from AssuredPartners' historical independent acquisition valuations, information obtained during our due diligence process and net working capital settlement information that occurred subsequent to the acquisition date that relates to facts and circumstances existing as of the acquisition date. We have engaged independent third-party valuation specialists to assist us in determining the fair value of assets acquired and liabilities assumed for this transaction. December 31, 2025, and as of the date of this filing, the specialists have not completed their analysis and thus these AssuredPartners fair value estimates are provisional. These provisional fair value estimates will be subsequently reviewed and adjusted based on the results of the final valuation analysis, which will be completed in 2026.

Expiration lists, non-compete agreements and trade names related to our acquisitions are amortized using the straight-line method over their estimated useful lives (two to fifteen years for expiration lists, two to six years for non-compete agreements and two to fifteen years for trade names), while goodwill is not subject to amortization. We use the straight-line method to amortize these intangible assets because the pattern of their economic benefits cannot be reasonably determined with any certainty. We review all of our identifiable intangible assets for impairment periodically (at least annually) and whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable. In reviewing identifiable intangible assets, if the undiscounted future cash flows were less than the carrying amount of the respective (or underlying) asset, an indicator of impairment would exist and further analysis would be required to determine whether or not a loss would need to be charged against current period earnings as a component of amortization expense.

Of the $7,020 million of expiration lists, $19 million of non-compete agreements and $37 million of trade names related to the 2025 acquisitions, $6,681 million, $11 million and $37 million, respectively, is not expected to be deductible for income tax purposes. Accordingly, we recorded a net deferred tax liability of $720 million, and a corresponding amount of goodwill, in 2025 related to the nondeductible amortizable intangible assets.

Our consolidated financial statements for the year ended December 31, 2025 include the operations of the acquired entities from their respective acquisition dates. The following is a summary of the unaudited pro forma historical results, as if these entities had been acquired at January 1, 2024 (in millions, except per share data):

	Year Ended December 31,	
	2025	2024
Total revenues	$ 16,256	$ 15,024
Net earnings attributable to controlling interests	1,623	1,474
Basic net earnings per share	6.34	5.81
Diluted net earnings per share	6.24	5.71

The unaudited pro forma results above have been prepared for comparative purposes only and do not purport to be indicative of the results of operations which actually would have resulted had these acquisitions occurred at January 1, 2024, nor are they necessarily indicative of future operating results. Annualized revenues of entities acquired in 2025 totaled approximately $3,562 million. Total revenues, earnings before income tax and net earnings before interest, income taxes, depreciation, amortization and the change in estimated acquisition earnout payables recorded in our consolidated statement of earnings for 2025 related to the 2025 acquisitions in the aggregate, were $1,369 million, $25 million and $296 million, respectively.

4. Contracts with Customers

Contract Assets and Liabilities/Contract Balances

Information about unbilled receivables, contract assets and contract liabilities from contracts with customers is as follows (in millions):

	December 31, 2025	December 31, 2024
Unbilled receivables	$ 1,858	$ 1,274
Deferred contract costs	338	207
Deferred revenue	892	604

The unbilled receivables, which are included in accounts receivable, net in our consolidated balance sheet, primarily relate to our rights to consideration for work completed but not billed at the reporting date. These are transferred to the billed accounts receivables when the client is invoiced. The deferred contract costs represent the costs we incur to fulfill a new or renewal contract with our clients prior to the effective date of the contract. These costs are expensed on the contract effective date. The deferred revenue in the consolidated balance sheet included amounts that represent the remaining performance obligations under our contracts and amounts collected related to advanced billings and deposits received from customers that may or may not ultimately be recognized as revenues in the future. Deposits received from customers could be returned to the customers based on lesser actual transactional volume than originally billed volume.

Significant changes in the deferred revenue balances, which include foreign currency translation adjustments, during the period are as follows (in millions):

	Brokerage	Risk Management	Total
Deferred revenue at December 31, 2023	$ 533	$ 172	$ 705
Incremental deferred revenue	305	91	396
Revenue recognized during the year ended December 31, 2024 included in deferred revenue at December 31, 2023	(390)	(86)	(476)
Net change in collected billings/deposits received from customers	(40)	(4)	(44)
Impact of changes in foreign exchange rates	—	—	—
Deferred revenue recognized from business acquisitions	23	—	23
Deferred revenue at December 31, 2024	431	173	604
Incremental deferred revenue	296	112	408
Revenue recognized during the year ended December 31, 2025 included in deferred revenue at December 31, 2024	(335)	(88)	(423)
Net change in collected billings/deposits received from customers	(4)	2	(2)
Impact of changes in foreign exchange rates	(21)	—	(21)
Deferred revenue recognized from business acquisitions	326	—	326
Deferred revenue at December 31, 2025	$ 693	$ 199	$ 892

Revenue recognized during 2025 in the table above included revenue from 2024 acquisitions that would not be reflected in prior years.

Remaining Performance Obligations

Remaining performance obligations represent the portion of the contract price for which work has not been performed. As of December 31, 2025, the aggregate amount of the contract price allocated to remaining performance obligations was $892 million.

The estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) at the end of the reporting period is as follows (in millions):

	Brokerage	Risk Management	Total
2026	$ 668	$ 47	$ 715
2027	22	77	99
2028	1	35	36
2029	1	17	18
2030	—	8	8
Thereafter	1	15	16
Total	$ 693	$ 199	$ 892

Deferred Contract Costs

We capitalize costs incurred to fulfill contracts as "deferred contract costs" which are included in other current assets in our consolidated balance sheet. Deferred contract costs were $338 million and $207 million as of December 31, 2025 and 2024, respectively. Capitalized fulfillment costs are amortized to expense on the contract effective date. The amount of amortization of the deferred contract costs was $909 million and $666 million for the years ended December 31, 2025 and 2024, respectively.

We have applied the practical expedient to recognize the incremental costs of obtaining contracts as an expense when incurred if the amortization period of the assets that we otherwise would have recognized is one year or less for our

brokerage segment. These costs are included in compensation and operating expenses in our consolidated statement of earnings.

5. Fixed Assets

Major classes of fixed assets consist of the following (in millions):

	December 31,	
	2025	2024
Office equipment	$ 53	$ 34
Furniture and fixtures	215	152
Leasehold improvements	326	260
Computer equipment	439	362
Land and buildings - corporate headquarters	174	172
Software	942	721
Other	42	41
Work in process	80	64
	2,271	1,806
Accumulated depreciation	(1,482)	(1,156)
Net fixed assets	$ 789	$ 650

The amounts in work in process in the table above primarily are for capitalized expenditures incurred related to IT development projects in 2025 and 2024.

6. Intangible Assets

The carrying amount of goodwill at December 31, 2025 and 2024 allocated by domestic and foreign operations is as follows (in millions):

	Brokerage	Risk Management	Corporate	Total
At December 31, 2025				
United States	$ 16,428	$ 109	$ —	$ 16,537
United Kingdom	2,889	142	—	3,031
Canada	628	—	—	628
Australia	591	238	—	829
New Zealand	225	8	—	233
Other foreign	1,317	—	18	1,335
Total goodwill - net	$ 22,078	$ 497	$ 18	$ 22,593
At December 31, 2024				
United States	$ 6,966	$ 75	$ —	$ 7,041
United Kingdom	2,591	26	—	2,617
Canada	587	—	—	587
Australia	509	219	—	728
New Zealand	183	8	—	191
Other foreign	1,087	—	19	1,106
Total goodwill - net	$ 11,923	$ 328	$ 19	$ 12,270

The changes in the carrying amount of goodwill for 2025 and 2024 are as follows (in millions):

	Brokerage	Risk Management	Corporate	Total
Balance as of December 31, 2023	$ 11,218	$ 239	$ 19	$ 11,476
Goodwill acquired during the year	830	7	—	837
Goodwill adjustments related to appraisals and other acquisition adjustments	98	101	—	199
Goodwill written-off related to sales of business	(6)	—	—	(6)
Foreign currency translation adjustments during the year	(217)	(19)	—	(236)
Balance as of December 31, 2024	11,923	328	19	12,270
Goodwill acquired during the year	9,770	134	—	9,904
Goodwill adjustments related to appraisals and other acquisition adjustments	32	9	—	41
Goodwill written-off related to sales of business	(20)	—	—	(20)
Foreign currency translation adjustments during the year	373	26	(1)	398
46022	$ 22,078	$ 497	$ 18	$ 22,593

Major classes of amortizable intangible assets consist of the following (in millions):

	December 31,	
	2025	2024
Expiration lists	$ 15,968	$ 8,764
Accumulated amortization - expiration lists	(5,357)	(4,313)
	10,611	4,451
Non-compete agreements	125	118
Accumulated amortization - non-compete agreements	(98)	(86)
	27	32
Trade names	160	120
Accumulated amortization - trade names	(114)	(73)
	46	47
Net amortizable assets	$ 10,684	$ 4,530

Estimated aggregate amortization expense for each of the next five years is as follows (in millions):

2026	$ 1,105
2027	1,071
2028	1,028
2029	973
2030	917
Thereafter	5,590
Total	$ 10,684

7. Credit and Other Debt Agreements

The following is a summary of our corporate and other debt (in millions):

	December 31, 2025	December 31, 2024
Senior Notes:		
Semi-annual payments of interest, fixed rate of 4.60%, balloon due December 15, 2027	$ 750	$ 750
Semi-annual payments of interest, fixed rate of 4.85%, balloon due December 15, 2029	750	750
Semi-annual payments of interest, fixed rate of 2.40%, balloon due November 9, 2031	400	400
Semi-annual payments of interest, fixed rate of 5.00%, balloon due February 15, 2032	500	500
Semi-annual payments of interest, fixed rate of 5.50%, balloon due March 2, 2033	350	350
Semi-annual payments of interest, fixed rate of 6.50%, balloon due February 15, 2034	400	400
Semi-annual payments of interest, fixed rate of 5.45%, balloon due July 15, 2034	500	500
Semi-annual payments of interest, fixed rate of 5.15%, balloon due February 15, 2035	1,500	1,500
Semi-annual payments of interest, fixed rate of 3.50%, balloon due May 20, 2051	850	850
Semi-annual payments of interest, fixed rate of 3.05%, balloon due March 9, 2052	350	350
Semi-annual payments of interest, fixed rate of 5.75%, balloon due March 2, 2053	600	600
Semi-annual payments of interest, fixed rate of 6.75%, balloon due February 15, 2054	600	600
Semi-annual payments of interest, fixed rate of 5.75%, balloon due July 15, 2054	500	500
Semi-annual payments of interest, fixed rate of 5.55%, balloon due February 15, 2055	1,500	1,500
Total Senior Notes	9,550	9,550
Note Purchase Agreements:		
Semi-annual payments of interest, fixed rate of 4.31%, balloon due June 24, 2025	—	200
Semi-annual payments of interest, fixed rate of 4.85%, balloon due February 13, 2026	140	140
Semi-annual payments of interest, fixed rate of 4.73%, balloon due February 27, 2026	175	175
Semi-annual payments of interest, fixed rate of 4.40%, balloon due June 2, 2026	175	175
Semi-annual payments of interest, fixed rate of 4.36%, balloon due June 24, 2026	150	150
Semi-annual payments of interest, fixed rate of 3.75%, balloon due January 30, 2027	30	30
Semi-annual payments of interest, fixed rate of 4.09%, balloon due June 27, 2027	125	125
Semi-annual payments of interest, fixed rate of 4.09%, balloon due August 2, 2027	125	125
Semi-annual payments of interest, fixed rate of 4.14%, balloon due August 4, 2027	98	98
Semi-annual payments of interest, fixed rate of 3.46%, balloon due December 1, 2027	100	100
Semi-annual payments of interest, fixed rate of 4.55%, balloon due June 2, 2028	75	75
Semi-annual payments of interest, fixed rate of 4.34%, balloon due June 13, 2028	125	125
Semi-annual payments of interest, fixed rate of 5.04%, balloon due February 13, 2029	100	100
Semi-annual payments of interest, fixed rate of 4.98%, balloon due February 27, 2029	100	100
Semi-annual payments of interest, fixed rate of 4.19%, balloon due June 27, 2029	50	50
Semi-annual payments of interest, fixed rate of 4.19%, balloon due August 2, 2029	50	50
Semi-annual payments of interest, fixed rate of 3.48%, balloon due December 2, 2029	50	50
Semi-annual payments of interest, fixed rate of 3.99%, balloon due January 30, 2030	341	341
Semi-annual payments of interest, fixed rate of 4.44%, balloon due June 13, 2030	125	125
Semi-annual payments of interest, fixed rate of 5.14%, balloon due March 13, 2031	180	180
Semi-annual payments of interest, fixed rate of 4.70%, balloon due June 2, 2031	25	25
Semi-annual payments of interest, fixed rate of 4.09%, balloon due January 30, 2032	69	69
Semi-annual payments of interest, fixed rate of 4.34%, balloon due June 27, 2032	75	75
Semi-annual payments of interest, fixed rate of 4.34%, balloon due August 2, 2032	75	75
Semi-annual payments of interest, fixed rate of 4.59%, balloon due June 13, 2033	125	125
Semi-annual payments of interest, fixed rate of 5.29%, balloon due March 13, 2034	40	40
Semi-annual payments of interest, fixed rate of 4.48%, balloon due June 12, 2034	175	175
Semi-annual payments of interest, fixed rate of 4.24%, balloon due January 30, 2035	79	79
Semi-annual payments of interest, fixed rate of 2.44%, balloon due February 10, 2036	100	100
Semi-annual payments of interest, fixed rate of 2.46%, balloon due May 5, 2036	75	75
Semi-annual payments of interest, fixed rate of 4.69%, balloon due June 13, 2038	75	75
Semi-annual payments of interest, fixed rate of 5.45%, balloon due March 13, 2039	40	40

Semi-annual payments of interest, fixed rate of 4.49%, balloon due January 30, 2040	56	56
Total Note Purchase Agreements	3,323	3,523
Credit Agreement:		
Periodic payments of interest and principal, expires April 3, 2030	—	—
Premium Financing Debt Facility - expires October 31, 2027:		
Facility B		
AUD denominated tranche, interbank rates plus 1.300%	217	218
NZD denominated tranche, interbank rates plus 1.850%	—	—
Facility C and D		
AUD denominated tranche, interbank rates plus 0.780%	—	—
NZD denominated tranche, interbank rates plus 0.990%	9	7
Total Premium Financing Debt Facility	226	225
Total corporate and other debt	13,099	13,298
Less unamortized debt acquisition costs on Senior Notes and Note Purchase Agreements	(81)	(90)
Less unamortized discount on Bonds Payable	(48)	(51)
Net corporate and other debt	$ 12,970	$ 13,157

The Senior Notes in the table above are registered by the Company with the Securities and Exchange Commission and are not guaranteed.

Senior Notes - On December 19, 2024, we closed and funded an offering of $5,000 million of unsecured senior notes in five tranches. The $750 million aggregate principal amount of 4.60% Senior Notes is due in 2027, $750 million aggregate principal amount of 4.85% Senior Notes is due in 2029, $500 million aggregate principal amount of 5.00% Senior Notes is due in 2032, $1,500 million aggregate principal amount of 5.15% Senior Notes is due in 2035 and $1,500 million aggregate principal amount 5.55% Senior Notes is due in 2055. The weighted average interest rate is 5.25% per annum after giving effect to underwriting costs and a net hedge gain. During 2024, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash gain of approximately $4 million on the hedging transactions that will be recognized on a pro rata basis as a decrease to our reported interest expense over ten years. We used the net proceeds of this offering to fund a portion of the cash consideration payable in connection with the AssuredPartners acquisition and for general corporate purposes including other acquisitions.

On February 12, 2024, we closed and funded an offering of $1,000 million of unsecured senior notes in two tranches. The $500 million aggregate principal amount of 5.45% Senior Notes is due in 2034 and $500 million aggregate principal amount of 5.75% Senior Notes is due in 2054. The weighted average interest rate is 5.71% per annum after giving effect to underwriting costs and a net hedge loss. During 2024, we entered into a pre-issuance interest rate hedging transaction related to these notes. We realized a net cash loss of approximately $1 million on the hedging transactions that will be recognized on a pro rata basis as an increase to our reported interest expense over ten years. We used the proceeds of these offerings to fund acquisitions, earnout payments related to acquisitions and general corporate purposes.

Note Purchase Agreements - During June 2025, we used operating cash to fund the $200 million Series O note maturity that had a fixed rate of 4.31% that was due June 24, 2025.

During February 2024, we used operating cash to fund the $100 million Series HH note maturity that had a fixed rate of 4.72% that was due February 13, 2024 and the $325 million Series H note maturity that had a fixed rate of 4.58% that was due February 27, 2024.

Under the terms of the note purchase agreements described above, we may redeem the notes at any time, in whole or in part, at 100% of the principal amount of such notes being redeemed, together with accrued and unpaid interest and a "make-whole amount". The "make-whole amount" is derived from a net present value computation of the remaining scheduled payments of principal and interest using a discount rate based on the U.S. Treasury yield plus 0.5% and is designed to compensate the purchasers of the notes for their investment risk in the event prevailing interest rates at the time of prepayment are less favorable than the interest rates under the notes. We do not currently intend to prepay any of the notes.

The note purchase agreements described above contain customary provisions for transactions of this type, including representations and warranties regarding us and our subsidiaries and various financial covenants, including covenants that require us to maintain specified financial ratios. We were in compliance with these covenants as of December 31, 2025. The note purchase agreements also provide customary events of default, generally with corresponding grace periods,

including, without limitation, payment defaults with respect to the notes, covenant defaults, cross-defaults to other agreements evidencing our or our subsidiaries' indebtedness, certain judgments against us or our subsidiaries and events of bankruptcy involving us or our material subsidiaries.

The notes issued under the note purchase agreement are senior unsecured obligations of ours and rank equal in right of payment with our Credit Agreement discussed below.

Credit Agreement - On April 3, 2025, we entered into an amendment and restatement to our Credit Agreement dated June 22, 2023 (which, as amended and restated, refer to as the Credit Agreement). The Credit Agreement provides for a five-year unsecured revolving credit facility in the amount of $2,500 million, which is also available in Pounds Sterling, Canadian Dollars, Australian Dollars, New Zealand Dollars, Euros, Japanese Yen and any other currencies agreed by the lenders. The Credit Agreement also includes a $75 million letter of credit sub-facility and a $250 million Euro swingline sub-facility. We may also, upon the agreement of either one or more then-existing lenders or of additional banks not currently party to the Credit Agreement, increase the commitments under the Credit Agreement up to $3,000 million. The amendment and restatement, among other things, also extended the maturity date from June 22, 2028 to April 3, 2030 and updated the facility fee and applicable margin as determined by reference to the rating of our long-term senior unsecured debt. The Credit Agreement permits us to designate wholly-owned subsidiaries located in certain jurisdictions as additional borrowers, the obligations of which under the Credit Agreement will be guaranteed by the Company, subject to the terms and conditions set forth in the Credit Agreement. Any subsidiary that guarantees any notes under the Company's existing note purchase agreements is required to guarantee the obligations under the Credit Agreement. There are currently no subsidiary borrowers or guarantors under the Credit Agreement.

Loans borrowed under the Credit Agreement bear interest at a variable annual rate based on a customary benchmark rate for each available currency including Secured Overnight Financing Rate (which we refer to as SOFR) for loans in U.S. Dollars, or at our election solely for loans in U.S. Dollars, the base rate, plus in each case an applicable margin. Interest rates on base rate loans and outstanding drawings on letters of credit under the Credit Agreement will be based on the Base Rate, as defined in the Credit Agreement, plus a margin of 0.00% to 0.375%, depending on the rating of our long-term senior unsecured debt. Interest rates for SOFR loans and loans in currencies other than U.S. dollars under the Credit Agreement will be based on, as applicable, a SOFR Daily Floating Rate, Term SOFR, Alternative Currency Daily Rate or Alternative Currency Term Rate, as defined in the Credit Agreement, plus a margin of 0.775% to 1.375%, depending on the rating of our long-term senior unsecured debt. The annual facility fee related to the Credit Agreement is between 0.100% and 0.250% of the revolving credit commitment, depending on the rating of our long-term senior unsecured debt. Subject to certain conditions stated in the Credit Agreement, we may borrow, prepay and reborrow amounts under the Credit Agreement at any time during the term of the Credit Agreement. Funds borrowed under the Credit Agreement may be used for general corporate and working capital purposes of the Company and its subsidiaries.

The Credit Agreement also contains customary representations and warranties and affirmative and negative covenants, including financial covenants, as well as customary events of default, with corresponding grace periods, including without limitations, payment defaults, cross-defaults to other agreements evidencing indebtedness and bankruptcy-related defaults. We were in compliance with these covenants as of December 31, 2025.

At December 31, 2025, $2 million of letters of credit (for which we had $11 million of liabilities recorded at December 31, 2025) were outstanding under the Credit Agreement. See Note 15 to these consolidated financial statements for a discussion of the letters of credit. There were no borrowings outstanding under the Credit Agreement at December 31, 2025. Accordingly, at December 31, 2025, $2,498 million remained available for potential borrowings.

Premium Financing Debt Facility - On November 17, 2025, we entered into an amendment to our revolving loan facility (which we refer to as the Premium Financing Debt Facility), that provides funding for the three Australian (AU) and New Zealand (NZ) premium finance subsidiaries. The Premium Financing Debt Facility is comprised of: (i) Facility B is separated into AU$390 million and NZ$25 million tranches (the AU$ tranche will be decreased on March 2, 2026 to AU$310 million and the NZ$ tranche will be decreased as of March 2, 2026 to NZ$10 million), (ii) Facility C, an AU$60 million equivalent multi-currency overdraft tranche and (iii) Facility D, a NZ$15 million equivalent multi-currency overdraft tranche.

The interest rates on Facility B are Interbank rates, which vary by tranche, duration and currency, plus a margin of 1.300% and 1.850% for the AU$ and NZ$ tranches, respectively. The interest rates on Facilities C and D are 30 day Interbank rates, plus a margin of 0.780% and 0.990% for the AU$ and NZ$ tranches, respectively. The annual fee for Facility B is

0.52% and 0.8325% for the undrawn commitments for the AU$ and NZ$ tranches, respectively. The annual fee for Facility C is 0.77% and for Facility D is 0.90% of the total commitments of the facilities.

The terms of our Premium Financing Debt Facility include various financial covenants, including covenants that require us to maintain specified financial ratios. We were in compliance with these covenants as of December 31, 2025. The Premium Financing Debt Facility also includes customary provisions for transactions of this type, including events of default, with corresponding grace periods and cross-defaults to other agreements evidencing our indebtedness. Facilities B, C and D are secured by the premium finance receivables of the Australian and New Zealand premium finance subsidiaries.

At December 31, 2025, AU$325 million and NZ$0 million of borrowings were outstanding under Facility B, AU$0 million of borrowings outstanding under Facility C and NZ$15 million of borrowings were outstanding under Facility D, which in aggregate amount to US$226 million of borrowings outstanding under the Premium Financing Debt Facility. Accordingly, as of December 31, 2025, AU$65 million and NZ$25 million remained available for potential borrowing under Facility B, and AU$60 million and NZ$0 million under Facilities C and D, respectively.

See Note 15 to these consolidated financial statements for additional discussion on our contractual obligations and commitments as of December 31, 2025.

The aggregate estimated fair value of the $12,873 million in debt under our various senior notes and note purchase agreements at December 31, 2025 was $12,183 million due to the long-term duration and fixed interest rates associated with these debt obligations. No active or observable market exists for our private long-term debt. Therefore, the estimated fair value of this debt is based on the income valuation approach, which is a valuation technique that converts future amounts (for example, cash flows or income and expenses) to a single current (that is, discounted) amount. The fair value measurement is determined on the basis of the value indicated by current market expectations about those future amounts. Because our debt issuances generate a measurable income stream for each lender, the income approach was deemed to be an appropriate methodology for valuing the private placement long-term debt. The methodology used calculated the original deal spread at the time of each debt issuance, which was equal to the difference between the yield of each issuance (the coupon rate) and the equivalent benchmark treasury yield at that time. The market spread as of the valuation date was calculated, which is equal to the difference between an index for investment grade insurers and the equivalent benchmark treasury yield today. An implied premium or discount to the par value of each debt issuance based on the difference between the origination deal spread and market as of the valuation date was then calculated. The index we relied on to represent investment graded insurers was the Bloomberg Valuation Services (BVAL) U.S. Insurers BBB index. This index is comprised primarily of insurance brokerage firms and was representative of the industry in which we operate. For the purpose of our analysis, the average BBB rate was assumed to be the appropriate borrowing rate for us. The estimated fair value of the borrowings outstanding under our Credit Agreement approximate their carrying value due to their short-term duration and variable interest rates. The estimated fair value of the $226 million of borrowings outstanding under our Premium Financing Debt Facility approximates their carrying value due to their short-term duration and variable interest rates.

8. Earnings per Share

The following table sets forth the computation of basic and diluted net earnings per share (in millions, except per share data):

	Year Ended December 31,		
	2025	2024	2023
Net earnings attributable to controlling interests	$ 1,494	$ 1,463	$ 970
Weighted average number of common shares outstanding	256.1	220.5	214.9
Dilutive effect of stock options using the treasury stock method	4.0	4.5	4.4
Weighted average number of common and common equivalent shares outstanding	260.1	225.0	219.3
Basic net earnings per share	$ 5.83	$ 6.63	$ 4.51
Diluted net earnings per share	$ 5.74	$ 6.50	$ 4.42

Anti-dilutive stock-based awards of 0.9 million shares were outstanding at December 31, 2025, 2024 and 2023 but were excluded in the computation of the dilutive effect of stock-based awards for the years then ended. These stock-based

awards were excluded from the computation because the exercise prices on these stock-based awards were greater than the average market price of our common shares during the respective period, and therefore, would be anti-dilutive to earnings per share under the treasury stock method.

9. Stock Option Plans

On May 10, 2022, our stockholders approved the Arthur J. Gallagher & Co. 2022 Long-Term Incentive Plan (which we refer to as the LTIP), which replaced our previous stockholder-approved Arthur J. Gallagher & Co. 2017 Long-Term Incentive Plan (which we refer to as the 2017 LTIP). The LTIP term began May 10, 2022 and terminates on the date of the annual meeting of stockholders in 2032, unless terminated earlier by our board of directors. All of our officers, employees and non-employee directors are eligible to receive awards under the LTIP. The compensation committee of our board of directors determines the annual number of shares delivered under the LTIP. The LTIP provides for non-qualified and incentive stock options, stock appreciation rights, restricted stock and restricted stock units, any or all of which may be made contingent upon the achievement of performance criteria.

Shares of our common stock available for issuance under the LTIP include authorized and unissued shares of common stock or authorized and issued shares of common stock reacquired and held as treasury shares or otherwise, or a combination thereof. The number of available shares will be reduced by the aggregate number of shares that become subject to outstanding awards granted under the LTIP. A maximum of 3.5 million shares issued for full value awards (i.e., awards other than stock options or stock appreciation rights) will be counted one-for-one against the 13.5 million share pool, and every share subject to a full value award in excess of such limit count as 3.8 shares against the pool. To the extent that shares subject to an outstanding award granted under either the LTIP or prior equity plans are not issued or delivered by reason of the expiration, termination, cancellation or forfeiture of such award or by reason of the settlement of such award in cash, then such shares will again be available for grant under the LTIP.

The maximum number of shares available under the LTIP for restricted stock, restricted stock unit awards and performance unit awards settled with stock (i.e., all awards other than stock options and stock appreciation rights) is 2.1 million as of December 31, 2025.

The LTIP provides for the grant of stock options, which may be either tax-qualified incentive stock options or non-qualified options and stock appreciation rights. The compensation committee determines the period for the exercise of a non-qualified stock option, tax-qualified incentive stock option or stock appreciation right, provided that no option can be exercised later than seven years after its date of grant. The exercise price of a non-qualified stock option or tax-qualified incentive stock option and the base price of a stock appreciation right cannot be less than 100% of the fair market value of a share of our common stock on the date of grant, provided that the base price of a stock appreciation right granted in tandem with an option will be the exercise price of the related option.

Upon exercise, the option exercise price may be paid in cash, by the delivery of previously owned shares of our common stock, through a net-exercise arrangement, or through a broker-assisted cashless exercise arrangement. The compensation committee determines all of the terms relating to the exercise, cancellation or other disposition of an option or stock appreciation right upon a termination of employment, whether by reason of disability, retirement, death or any other reason. Stock option and stock appreciation right awards under the LTIP are non-transferable.

On March 1, 2025, the compensation committee granted 829,000 options under the LTIP to our officers and key employees that become exercisable at the rate of 34%, 33% and 33% on the anniversary date of the grant in 2028, 2029 and 2030, respectively. On March 1, 2024, the compensation committee granted 1,044,000 options under the LTIP to our officers and key employees that become exercisable at the rate of 34%, 33% and 33% on the anniversary date of the grant in 2027, 2028 and 2029, respectively. On March 15, 2023, the compensation committee granted 1,131,000 options under the LTIP to our officers and key employees that become exercisable at the rate of 34%, 33% and 33% on the anniversary date of the grant in 2026, 2027 and 2028, respectively.

The 2025, 2024 and 2023 options expire seven years from the date of grant, or earlier in the event of certain terminations of employment. Stock options granted in 2023 to certain executive officers age 55 or older are not subject to forfeiture upon such officers' departure from the Company after two years from date of grant. Stock options granted in 2025 and 2024 to executive officers are not subject to forfeiture upon such officers' departure from the Company once they attain the age of 62.

Our stock option plans provide for the immediate vesting of all outstanding stock option grants in the event of a change in control of the Company, as defined in the applicable plan documents.

During 2025, 2024 and 2023, we recognized $54 million, $48 million, and $34 million, respectively, of compensation expense related to our stock option grants.

For purposes of expense recognition in 2025, 2024 and 2023, the estimated fair values of the stock option grants are amortized to expense over the options' vesting period. We estimated the fair value of stock options at the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions:

	Year Ended December 31,		
	2025	2024	2023
Expected dividend yield	0.8 %	1.0 %	1.2 %
Expected risk-free interest rate	4.1 %	4.2 %	3.6 %
Volatility	25.4 %	25.3 %	25.0 %
Expected life (in years)	5.5	5.5	5.5

Option valuation models require the input of highly subjective assumptions including the expected stock price volatility. The Black-Scholes option pricing model was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable. The weighted average fair value per option for all options granted during 2025, 2024 and 2023, as determined on the grant date using the Black-Scholes option pricing model, was $98.27, $69.55 and $46.48, respectively.

The following is a summary of our stock option activity and related information for 2025 and 2024 (in millions, except exercise price and year data):

	Shares Under Option	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Year Ended December 31, 2025				
Beginning balance	7.3	$ 148.26		
Granted	0.8	337.75		
Exercised	(1.2)	104.78		
Forfeited or canceled	(0.2)	196.67		
Ending balance	6.7	$ 177.48	3.43	$ 609
Exercisable at end of year	2.2	$ 111.16	1.71	$ 320
Ending unvested and expected to vest	4.3	$ 206.25	4.20	$ 279
Year Ended December 31, 2024				
Beginning balance	7.9	$ 123.85		
Granted	1.0	243.54		
Exercised	(1.4)	77.93		
Forfeited or canceled	(0.2)	160.87		
Ending balance	7.3	$ 148.26	3.78	$ 995
Exercisable at end of year	1.7	$ 90.06	1.78	$ 337
Ending unvested and expected to vest	5.2	$ 164.49	4.40	$ 624

Options with respect to 10.2 million shares (less any shares of restricted stock issued under the LTIP - see Note 11 to these consolidated financial statements) were available for grant under the LTIP at December 31, 2025.

The total intrinsic value of options exercised during 2025, 2024 and 2023 amounted to $251 million, $244 million and $182 million, respectively. As of December 31, 2025, we had approximately $137 million of total unrecognized compensation expense related to nonvested options. We expect to recognize that cost over a weighted average period of approximately four years.

Other information regarding stock options outstanding and exercisable at December 31, 2025 is summarized as follows (in millions, except exercise price and year data):

	Range of Exercise Prices			Options Outstanding			Options Exercisable	
				Number Outstanding	Weighted Average Remaining Contractual Term (in years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
$	79.59	$ —	$ 79.59	$ 0.3	$ 0.20	$ 79.59	$ 0.3	$ 79.59
	86.17	—	86.17	0.8	1.19	86.17	0.8	86.17
	127.90	—	127.90	1.1	2.21	127.90	0.7	127.90
	156.85	—	156.85	0.8	3.09	156.85	0.2	156.85
	158.56	—	161.14	0.9	3.21	158.64	0.2	158.59
	177.09	—	202.13	1.0	4.20	177.77	—	—
	238.88	—	243.54	1.0	5.16	243.54	—	—
	337.74	—	347.44	0.8	6.16	337.75	—	—
$	79.59	$ —	$ 347.44	$ 6.7	$ 3.43	$ 177.48	$ 2.2	$ 111.16

10. Deferred Compensation

We have a Deferred Equity Participation Plan, (which we refer to as the DEPP), which is a non-qualified plan that generally provides for distributions to certain of our key executives when they reach age 62 (or the one-year anniversary of the date of the grant for participants over the age of 61 as of the grant date) or upon or after their actual retirement if later. Under the provisions of the DEPP, we typically contribute cash in an amount approved by the compensation committee to a rabbi trust on behalf of the executives participating in the DEPP, and instruct the trustee to acquire a specified number of shares of our common stock on the open market or in privately negotiated transactions based on participant elections. Distributions under the DEPP may not normally be made until the participant reaches age 62 (or the one-year anniversary of the date of the grant for participants over the age of 61 as of the grant date) and are subject to forfeiture in the event of voluntary termination of employment or termination for cause prior to then. DEPP awards are generally made annually in the first quarter. In addition, we annually make awards under sub-plans of the DEPP for certain production staff, which generally provide for vesting and/or distributions no sooner than five years from the date of awards, although certain awards vest and/or distribute after the earlier of fifteen years or the participant reaching age 65. All contributions to the plan (including sub-plans) deemed to be invested in shares of our common stock are distributed in the form of our common stock and all other distributions are paid in cash.

Our common stock that is issued to or purchased by the rabbi trust as a contribution under the DEPP is valued at historical cost, which equals its fair market value at the date of grant or date of purchase. When common stock is issued, we record an unearned deferred compensation obligation as a reduction of capital in excess of par value in the accompanying consolidated balance sheet, which is amortized to compensation expense ratably over the vesting period of the participants. Future changes in the fair market value of our common stock owed to the participants do not have any impact on the amounts recorded in our consolidated financial statements.

In the first quarter of 2025, 2024 and 2023, the compensation committee approved $22 million, $23 million and $25 million, respectively, of awards in the aggregate to certain key executives under the DEPP that were contributed to the rabbi trust in the first quarters of 2025, 2024 and 2023, respectively. We contributed cash to the rabbi trust and instructed the trustee to acquire a specified number of shares of our common stock on the open market to fund these 2025, 2024 and 2023 awards. During 2025, 2024 and 2023, we charged $18 million, $21 million and $22 million, respectively, to compensation expense related to these awards.

In 2025, 2024 and 2023, the compensation committee approved $2 million, $2 million and $3 million, respectively, of awards under the sub-plans referred to above, which were contributed to the rabbi trust in the first quarters of 2025, 2024 and 2023, respectively. During 2025, 2024 and 2023, we charged $2 million, $2 million and $3 million respectively, to compensation expense related to these awards. There were $13 million, $3 million and $14 million of distributions from the sub-plans during 2025, 2024 and 2023.

At December 31, 2025 and 2024, we recorded $81 million (related to 1.8 million shares) and $77 million (related to 2.2 million shares), respectively, of unearned deferred compensation as a reduction of capital in excess of par value in the accompanying consolidated balance sheet. The total intrinsic value of our unvested equity based awards under the plan at December 31, 2025 and 2024 was $475 million and $616 million, respectively. During 2025, 2024 and 2023, cash and equity awards with an aggregate fair value of $83 million, $40 million and $78 million, respectively, were vested and distributed to executives under the DEPP.

We have a Deferred Cash Participation Plan (which we refer to as the DCPP), which is a non-qualified deferred compensation plan for certain key employees, other than executive officers, that generally provides for vesting and/or distributions no sooner than five years from the date of awards. Under the provisions of the DCPP, we typically contribute cash in an amount approved by the compensation committee to the rabbi trust on behalf of the executives participating in the DCPP, and instruct the trustee to acquire a specified number of shares of our common stock on the open market or in privately negotiated transactions based on participant elections. In the first quarter of each of 2025, 2024 and 2023, the compensation committee approved $8 million, $8 million and $10 million, respectively, of awards in the aggregate to certain key executives under the DCPP that were contributed to the rabbi trust in second quarters of 2025, 2024 and 2023, respectively. During 2025, 2024 and 2023 we charged $14 million, $19 million and $17 million to compensation expense related to these awards. There were $41 million, $44 million and $23 million of distributions from the DCPP during 2025, 2024 and 2023, respectively.

11. Restricted Stock, Performance Share and Cash Awards

Restricted Stock Awards

As discussed in Note 9 to these consolidated financial statements, on May 10, 2022, our stockholders approved the LTIP, which replaced our previous stockholder-approved 2017 LTIP. The LTIP provides for the grant of a stock award either as restricted stock or as restricted stock units to officers, employees and non-employee directors. In either case, the compensation committee may determine that the award will be subject to the attainment of performance measures over an established performance period. Stock awards and the related dividend equivalents are non-transferable and subject to forfeiture if the holder does not remain continuously employed with us during the applicable restriction period or, in the case of a performance-based award, if applicable performance measures are not attained. The compensation committee will determine all of the terms relating to the satisfaction of performance measures and the termination of a restriction period, or the forfeiture and cancellation of a restricted stock award upon a termination of employment, whether by reason of disability, retirement, death or any other reason.

The agreements awarding restricted stock units under the LTIP will specify whether such awards may be settled in shares of our common stock, cash or a combination of shares and cash and whether the holder will be entitled to receive dividend equivalents, on a current or deferred basis, with respect to such award. Prior to the settlement of a restricted stock unit, the holder of a restricted stock unit will have no rights as a stockholder of the Company. The maximum number of shares available under the LTIP for restricted stock, restricted stock units and performance unit awards settled with stock (i.e., all awards other than stock options and stock appreciation rights) is 4.0 million. At December 31, 2025, 2.1 million shares were available for grant under the LTIP for such awards.

In 2025, 2024 and 2023, we granted 304,709, 355,245 and 396,913 restricted stock units, respectively, to employees under the LTIP and 2017 LTIP, with an aggregate fair value of $101 million, $85 million and $67 million, respectively, at the date of grant. In addition to awards made under the LTIP, we also granted employment inducement awards of restricted stock units in third quarter 2025 as contemplated by New York Stock Exchange Listing Rule 303A.08. The inducement awards were intended to provide incentive to certain AssuredPartners individuals in connection with the AssuredPartners acquisition to either remain employed by AssuredPartners through the completion date or to enter into employment with Gallagher. We granted 341,700 restricted stock units to former AssuredPartners employees under these inducement awards with an aggregate fair value of $100 million, at the date of grant, to remain employed by AssuredPartners through the closing date with immediate vesting at the closing date. We granted 708,000 restricted stock units to former AssuredPartners employees under these inducement awards with an aggregate fair value of $215 million, at the date of

grant, to enter into employment with Gallagher, which will vest over a two to five year period commencing August 18, 2025.

These 2025, 2024 and 2023, restricted stock units vest as follows: 297,000 units granted in first quarter 2025, 1,000 units granted in second quarter 2025, 300 granted in third quarter 2025, 344,600 units granted in first quarter 2024, 800 units granted in second quarter 2024, 700 units in third quarter 2024, 2,300 units in fourth quarter 2024, 390,000 units granted in first quarter 2023 vest in full based on continued employment through March 1, 2030, March 1, 2029 and March 15, 2028, respectively, while the other 2024 and 2023 restricted stock unit awards generally vest in full based on continued employment through the vesting period on the anniversary date of the grant. For our executive officers age 55 or older, restricted stock units awarded in 2025, 2024 and 2023 are not subject to forfeiture upon such officers' departure from the Company after two years from the date of grant.

The vesting periods of the 2025, 2024 and 2023 restricted stock unit awards are as follows (in actual shares):

	Restricted Stock Units Granted		
Vesting Period	**2025**	**2024**	**2023**
One year	6,210	6,800	7,360
Five years	298,499	348,445	389,553
Total shares granted	304,709	355,245	396,913

We account for restricted stock awards at historical cost, which equals its fair market value at the date of grant, which is amortized to compensation expense ratably over the vesting period of the participants. Future changes in the fair market value of our common stock that is owed to the participants do not have any impact on the amounts recorded in our consolidated financial statements. During 2025, 2024 and 2023, we charged $75 million, $54 million and $43 million, respectively, to compensation expense related to restricted stock awards granted in 2018 through 2024. The total intrinsic value of unvested restricted stock at December 31, 2025 and 2024 was $643 million and $549 million, respectively. During 2025 and 2024, equity awards (including accrued dividends) with an aggregate fair value of $213 million and $94 million were vested and distributed to employees under this plan.

Performance Share Awards

On March 1, 2025, March 1, 2024 and March 15, 2023, pursuant to the LTIP, the compensation committee approved 68,000, 58,000 and 58,000, respectively of provisional performance share awards, with an aggregate fair value of $22 million, $14 million and $10 million, respectively, for future grants to our officers. Each performance share award was equivalent to the value of one share of our common stock on the date such provisional award was approved. At the end of the performance period, eligible participants will receive a number of earned shares based on the growth in adjusted EBITDAC per share (as defined in our 2025 Proxy Statement). Earned shares for the 2025, 2024 and 2023 provisional awards will fully vest based on continuous employment through March 1, 2028, March 1, 2027 and March 15, 2026, respectively, and will be settled in unrestricted shares of our common stock on a one-for-one basis as soon as practicable thereafter. The 2025, 2024 and 2023 awards are subject to a three-year performance period that began on January 1, 2025, 2024 and 2023, respectively, and vest on the three-year anniversary of the date of grant (March 1, 2028, March 1, 2027 and March 15, 2026). Performance share awards granted in 2023 to certain executive officers age 55 or older, are not subject to forfeiture upon such officers' departure from the Company after two years from the date of grant. Performance share awards granted in 2024 to executive officers are not subject to forfeiture upon such officers' departure from the Company once they attain the age of 62. In each case, the awards vest on a pro rata basis based on the number of months rounded up during which the officer was employed during the three-year performance period. During 2025, 2024 and 2023, we recognized $26 million, $22 million and $20 million, respectively, to compensation expense related to performance share awards granted in 2020 through 2024. The total intrinsic value of unvested performance share awards at December 31, 2025 and 2024 was $88 million and $93 million. During 2025, 2024 and 2023, equity awards (including accrued dividends) with an aggregate fair value of $36 million, $32 million and $29 million were vested and distributed to employees under this plan.

Cash Awards

Pursuant to our Performance Unit Program (which we refer to as the Program), there were no units granted in 2025 and 2024. The Program consists of a one-year performance period based on our financial performance and a three-year vesting period measured from January 1 of the year of grant. At the discretion of the compensation committee and determined

based on our performance, the eligible officer or key employee will be granted a percentage of the provisional cash award units that equates to the EBITDAC growth achieved (as defined in the Program). At the end of the performance period, eligible participants will be granted a number of units based on achievement of the performance goal and subject to approval by the compensation committee. Granted units will fully vest based on continuous employment through the three-year vesting period. The ultimate award value will be equal to the trailing twelve-month price of our common stock, multiplied by the number of units subject to the award, but limited to between 0.5 and 1.5 times the original value of the units determined as of the grant date. The fair value of the awarded units will be paid out in cash as soon as practicable. If an eligible employee leaves us prior to the vesting date, the entire award will be forfeited.

On March 15, 2022, pursuant to the Program, the compensation committee approved provisional cash awards of $20 million in the aggregate for future grants to our officers and key employees that are denominated in units (125,000 units in the aggregate), each of which was equivalent to the value of one share of our common stock on the date the provisional award was approved. Based on our performance for 2022, we granted 122,000 units under the Program in first quarter of 2023 that fully vested on January 1, 2025. During 2025 there was no compensation expense recognized elated to these awards. During both 2024 and 2023 we charged $13 million to compensation expense related to these awards. We did not recognize any compensation expense during 2022 related to the 2022 provisional award under the Program.

During 2025, cash awards related to the 2022 provisional awards with an aggregate fair value of $27 million (111,000 units in the aggregate) were vested and distributed to employees under the Program. During 2024, cash awards related to the 2021 provisional awards with an aggregate fair value of $25 million (129,000 units in the aggregate) were vested and distributed to employees under the Program. During 2023, cash awards related to the 2020 provisional awards with an aggregate fair value of $25 million (191,000 units in the aggregate) were vested and distributed to employees under the Program.

12. Retirement Plans

We have a noncontributory defined benefit pension plan that, prior to July 1, 2005, covered substantially all of our domestic employees who had attained a specified age and one year of employment. Benefits under the plan were based on years of service and salary history. In 2005, we amended our defined benefit pension plan to freeze the accrual of future benefits for all U.S. employees, effective on July 1, 2005. Since the plan is frozen, there is no difference between the projected benefit obligation and accumulated benefit obligation at December 31, 2025 and 2024.

Through the acquisition of the partnership interests of BCHR holdings, L.P. and its subsidiaries dba Buck (which we refer to as Buck) in 2023, we acquired the assets and assumed the liabilities associated with three frozen defined benefit pension plans that provide postretirement benefits to their participants located in the U.S., U.K. and Canada (which we refer to as the Buck Pension Plans). The Buck Pension Plans were amended to freeze benefit plan accruals for all participants (closed to new entrants and existing participants do not accrue any additional benefits) effective December 31, 2014. Effective December 31, 2024, the U.S. Buck Pension Plan was merged into our defined benefit pension plan.

In 2025, we initiated a process to fully terminate the plan. In fourth quarter 2025, substantially all of the future obligations under the plan were settled through a combination of lump sum payments to eligible, electing participants and a transfer of the remaining liability through the purchase of a group annuity contract to a highly-rated third-party insurance company. As of December 31, 2025, the only remaining obligations are payments to the Pension Benefit Guaranty Corporation (which we refer to as the PBGC) for missing participants and the distribution of the surplus assets to plan participants. Since there were no other plan benefits remaining on December 31, 2025, no actuarial assumptions were required as of that date. Settlement accounting was measured as of December 31, 2025. In 2026, after the liability for the missing participants has been transferred to the PBGC and the remaining assets have been distributed, the final plan termination accounting will be completed. In fourth quarter 2025, we recognized a non-cash, pre-tax loss of approximately $16 million to operating expense in the consolidated statement of earnings that was offset by an approximately $12 million adjustment to consolidated statement of comprehensive earnings, and a $4 million reversal of a deferred tax asset. In 2026, based on estimates as of December 31, 2025, we expect to recognize a non-cash, pre-tax loss of approximately $17 million to operating expense in the consolidated statement of earnings related to the final plan termination accounting.

In the table below, the service cost component represents plan administration costs that are incurred directly by the plan. A reconciliation of the beginning and ending balances of the pension benefit obligation and fair value of plan assets and the funded status of the plan is as follows (in millions):

	Year Ended December 31,	
	2025	2024
Change in pension benefit obligation:		
Benefit obligation at beginning of year	$ 296	$ 216
Service cost	1	1
Interest cost	16	10
Merger of the Buck U.S. pension plan	—	95
Net actuarial loss (gain)	2	(11)
Settlement	(293)	—
Benefits paid	(19)	(15)
Benefit obligation at end of year	$ 3	$ 296
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 312	$ 229
Actual return on plan assets	19	15
Merger of the Buck U.S. pension plan	—	84
Contributions by the Company	1	—
Settlement	(293)	—
Benefits paid	(19)	(16)
Fair value of plan assets at end of year	$ 20	$ 312
Funded status of the plan	$ 17	$ 16
Amounts recognized in the consolidated balance sheet consist of:		
Prepaid pension asset	$ 17	$ 16
Accumulated other comprehensive income	—	18
Net amount included in retained earnings	$ 17	$ 34

The components of the net periodic pension benefit cost for the plan and other changes in plan assets and obligations recognized in earnings and other comprehensive earnings consist of the following (in millions):

	Year Ended December 31,		
	2025	2024	2023
Net periodic pension cost:			
Service cost	$ 1	$ 1	$ 3
Interest cost on benefit obligation	16	10	11
Expected return on plan assets	(15)	(16)	(14)
Amortization of net loss	—	3	5
Settlement	16	—	—
Net periodic benefit income (cost)	18	(2)	5
Other changes in plan assets and obligations recognized in other comprehensive earnings:			
Net (gain) incurred	(2)	(10)	(12)
Amortization of net loss	(16)	(3)	(5)
Total recognized in other comprehensive (loss)	(18)	(13)	(17)
Total recognized in net periodic pension cost and other comprehensive (loss)	$ —	$ (15)	$ (12)

The following weighted average assumptions were used at December 31 in determining the plan's pension benefit obligation:

	December 31,	
	2025	2024
Discount rate	N/A	5.50 %
Weighted average expected long-term rate of return on plan assets	5.00 %	7.00 %

The following weighted average assumptions were used at January 1 in determining the plan's net periodic pension benefit cost:

	Year Ended December 31,		
	2025	2024	2023
Discount rate	5.50 %	4.75 %	5.25 %
Weighted average expected long-term rate of return on plan assets	5.00 %	7.00 %	7.00 %

The following benefit payments are expected to be paid by the plan (in millions):

2026	$ 17
2027	—
2028	—
2029	—
2030	—
2030 to 2034	—

The following is a summary of the plan's weighted average asset at December 31 by asset category:

	December 31,	
Asset Category	2025	2024
Equity securities	0 %	0 %
Debt securities	100 %	100 %
Real estate	0 %	0 %
Total	100 %	100 %

Plan assets are invested in various pooled separate accounts under annuity contracts managed by two life underwriting enterprises. The plan's investment policy provides that investments will be allocated in a manner designed to provide a long-term investment return greater than the actuarial assumptions, maximize investment return commensurate with risk and to comply with the Employee Income Retirement Security Act of 1974, as amended (which we refer to as ERISA), by investing the funds in a manner consistent with ERISA's fiduciary standards. The weighted average expected long-term rate of return on plan assets assumption was determined based on a review of the asset allocation strategy of the plan using expected ten-year return assumptions for all of the asset classes in which the plan was invested at December 31, 2025 and 2024. The return assumptions used in the valuation were based on data provided by the plan's external investment advisors.

The following is a summary of the plan's assets carried at fair value as of December 31 by level within the fair value hierarchy (in millions):

	December 31,	
Fair Value Hierarchy	**2025**	**2024**
Level 1	$ —	$ —
Level 2	18	205
Level 3	2	107
Total fair value	$ 20	$ 312

The plan's Level 2 assets consist of ownership interests in various pooled separate accounts within a life insurance carrier's group annuity contract. The fair value of the pooled separate accounts is determined based on the net asset value of the respective funds, which is obtained from the underwriting enterprise and determined each business day with issuances and redemptions of units of the funds made based on the net asset value per unit as determined on the valuation date. We have not adjusted the net asset values provided by the underwriting enterprise. There are no restrictions as to the plan's ability to redeem its investment at the net asset value of the respective funds as of the reporting date. The plan's Level 3 assets consist of pooled separate accounts within another life insurance carrier's annuity contracts for which fair value has been determined by an independent valuation. Due to the nature of these annuity contracts, our management makes assumptions to determine how a market participant would price these Level 3 assets. In determining fair value, the future cash flows to be generated by the annuity contracts were estimated using the underlying benefit provisions specified in each contract, market participant assumptions and various actuarial and financial models. These cash flows were then discounted to present value using a risk-adjusted rate that takes into consideration market based rates of return and probability-weighted present values.

The following is a reconciliation of the beginning and ending balances for the Level 3 assets of the plan measured at fair value (in millions):

	Year Ended December 31,	
	2025	**2024**
Fair value at January 1	$ 107	$ 109
Settlements	(111)	(11)
Unrealized gain	6	9
Fair value at December 31	$ 2	$ 107

We were not required under the IRC to make any minimum contributions to the plan for each of the 2025, 2024 and 2023 plan years. This level of required funding is based on the plan being frozen and the aggregate amount of our historical funding. During 2025, 2024 and 2023 we did not make discretionary contributions to the plan.

We comply with the minimum funding requirements in the U.S., U.K. and Canada and make annual contributions to the Buck Pension Plans consistent with those funding requirements. We recognize the funded status of the Buck Pension Plans, measured as the difference between the fair value of the plan assets and the projected benefit obligation, in the accompanying December 31, 2025 and 2024 consolidated balance sheets.

We also have a qualified contributory savings and thrift 401(k) plan covering the majority of our domestic employees. For eligible employees who have met the plan's age and service requirements to receive matching contributions, we historically have matched 100% of pre-tax and Roth elective deferrals up to a maximum of 5% of eligible compensation, subject to federal limits on plan contributions and not in excess of the maximum amount deductible for federal income tax purposes. Beginning in 2022, the amount matched by the Company will be discretionary and annually determined by management. Employees must be employed and eligible for the plan on the last day of the plan year to receive a matching contribution, subject to certain exceptions enumerated in the plan document. Matching contributions are subject to a five-year graduated vesting schedule and can be funded in cash or common stock of the Company. We expensed (net of plan forfeitures) $115 million, $105 million and $86 million related to the plan in 2025, 2024 and 2023 respectively. During 2023 and 2024, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2023 and 2024 plan years to be funded with our common stock, which were funded in February 2024 and 2025, respectively.

During 2025, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2025 plan year would be funded with our common stock, which is expected to be funded in February 2026.

We also have a nonqualified deferred compensation plan, the Supplemental Savings and Thrift Plan, for certain employees who, due to IRS rules, cannot take full advantage of our matching contributions under the 401(k) plan. The plan permits these employees to annually elect to defer a portion of their compensation until their retirement or a future date. Our matching contributions to this plan (up to a maximum of the lesser of a participant's elective deferral of base salary, annual bonus and commissions or 5% of eligible compensation, less matching amounts contributed under the 401(k) plan) are also discretionary and annually determined by management. Matching contributions can be funded in cash or common stock of the Company. We expensed $17 million, $14 million and $12 million related to contributions made to a rabbi trust maintained under the plan in 2025, 2024 and 2023, respectively. During 2025, management determined the 5% employer matching contributions on eligible compensation to the plan for the 2025 plan year would be funded with our common stock, which is expected to be funded in February 2026. The fair value of the assets in the plan's rabbi trust at December 31, 2025 and 2024, including employee contributions and investment earnings, was $1,046 million and $909 million, respectively, and has been included in other noncurrent assets and the corresponding liability has been included in other noncurrent liabilities in the accompanying consolidated balance sheet.

We also have several foreign benefit plans, the largest of which is a defined contribution plan that provides for us to make contributions of 5% of eligible compensation. In addition, the plan allows for voluntary contributions by U.K. employees, which we match 100%, up to a maximum of an additional 5% of eligible compensation. Net expense for foreign retirement plans amounted to $105 million, $93 million and $77 million in 2025, 2024 and 2023, respectively.

13. Leases

We have operating leases primarily related to branch facilities, data centers, sales offices, and agent locations, automobiles and office equipment. Many of our leases include both lease (fixed rent payments) and non-lease components (common-area or other maintenance costs) which are accounted for as a single lease component as we have elected the practical expedient to group lease and non-lease components for all leases. Variable lease payments, such as periodically indexed and/or market adjustments, are presented as lease expense in the period in which they are incurred. Since we did not elect the short-term policy election, we record leases of 12 months or less on the balance sheet.

We exclude options to extend or terminate a lease from our recognition as part of our right-of-use assets and lease liabilities until those options are reasonably certain and/or executed. We do not have any material guarantees, options to purchase, or restrictive covenants related to our leases.

As our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the lease commencement date in determining the present value of the lease payments. We consider qualitative factors including our derived credit rating, notched adjustments for collateralization, lease term, and, if significant, adjustments to our collateralized rate to borrow in the same currency in which the lease is denominated.

The components of lease expense are as follows (in millions):

Lease Components	Statement of Earnings Classification	Year ended December 31, 2025
Operating lease expense	Operating expense	$ 167
Variable lease expense	Operating expense	32
Sublease income	Investment income	(2)
Total net lease expense		$ 197

Variable lease cost consist primarily of common-area and other maintenance costs for our lease facilities, as well as variable lease payments related to indexed and/or market adjustments. Our sublease income derives primarily from a few office lease arrangements and we have no significant sublease losses.

Supplemental Cash Flow Information Related to Leases (in millions)	Year ended December 31, 2025
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 155
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 343

We present all noncash transactions related to adjustments to the lease liability or right-of-use asset as noncash transactions. This includes all noncash charges related to any modification or reassessment events triggering remeasurement.

Supplemental balance sheet information related to leases is as follows (in millions, except lease term and discount rate):

Lease Components	Balance Sheet Classification	December 31, 2025
Lease right-of-use assets	Right-of-use assets	$ 598
Other current lease liabilities	Accrued compensation and other current liabilities	131
Lease liabilities	Lease liabilities - noncurrent	515
Total lease liabilities		$ 646
Weighted-average remaining lease term, years		6.1
Weighted-average discount rate		4.9 %

Maturities of operating lease liabilities for each of the next five years and thereafter are as follows (in millions):

2026	$ 173
2027	148
2028	111
2029	84
2030	73
Thereafter	184
Total lease payments	773
Less interest	(127)
Total	$ 646

Our leases have remaining lease terms of 0.0 years to 12.3 years, some of which may include options to extend the leases for up to 10.0 years and some of which may include options to terminate the leases.

As of December 31, 2025, we had $72 million of additional leases that have not yet commenced. These leases will commence in 2026 with lease terms of 6 months to 12.0 years.

14. Derivatives and Hedging Activity

We are exposed to market risks, including changes in foreign currency exchange rates and interest rates. To manage the risk related to these exposures, we enter into various derivative instruments that reduce these risks by creating offsetting exposures. We generally do not enter into derivative transactions for trading or speculative purposes.

Foreign Exchange Risk Management

We are exposed to foreign exchange risk when we earn revenues, pay expenses, or enter into monetary intercompany transfers denominated in a currency that differs from our functional currency, or other transactions that are denominated in a currency other than our functional currency. We use foreign exchange derivatives, typically forward contracts and options, to reduce our overall exposure to the effects of currency fluctuations on cash flows. These exposures are hedged, on average, for less than three years.

Interest Rate Risk Management

We enter into various long-term debt agreements. We use interest rate derivatives, typically swaps, to reduce our exposure to the effects of interest rate fluctuations on the forecasted interest rates for up to three years into the future.

We have not received or pledged any collateral related to derivative arrangements at December 31, 2025.

The notional and fair values of derivatives designated as hedging instruments are as follows at December 31, 2025 and 2024 (in millions):

		Derivative Assets		Derivative Liabilities	
Instrument	Notional Amount	Balance Sheet Classification	Fair Value	Balance Sheet Classification	Fair Value
At December 31, 2025					
Interest rate contracts	$ 1,500	Other current assets	$ 7	Accrued compensation and other current liabilities	$ 8
		Other noncurrent assets	—	Other noncurrent liabilities	—
Foreign exchange contracts (1)	399	Other current assets	8	Accrued compensation and other current liabilities	1
		Other noncurrent assets	8	Other noncurrent liabilities	3
Total	$ 1,899		$ 23		$ 12
At December 31, 2024					
Interest rate contracts	$ —	Other current assets	$ —	Accrued compensation and other current liabilities	$ —
		Other noncurrent assets	—	Other noncurrent liabilities	—
Foreign exchange contracts (1)	24	Other current assets	6	Accrued compensation and other current liabilities	2
		Other noncurrent assets	3	Other noncurrent liabilities	3
Total	$ 24		$ 9		$ 5

(1) Included within foreign exchange contracts at December 31, 2025 were $790 million of call options offset with $790 million of put options, and no buy forwards, offset with $399 million of sell forwards. Included within foreign exchange contracts at December 31, 2024 were $595 million of call options offset with $595 million of put options, and $1 million of buy forwards offset with $26 million of sell forwards.

Fair values of these hedge contracts are based on observable and unobservable inputs. Observable inputs include all of the following: quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (for example: interest rates and yield curves observable at commonly quoted intervals, implied volatilities, credit spreads) and market-corroborated inputs. Unobservable inputs are used to measure fair value to the extent that relevant observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The effect of cash flow hedge accounting on accumulated other comprehensive loss were as follows (in millions):

Instrument	Amount of Gain (Loss) Recognized in Accumulated Other Comprehensive Loss (1)	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings	Amount of Gain (Loss) Recognized in Earnings Related to Amount Excluded from Effectiveness Testing	Statement of Earnings Classification
Year ended December 31, 2025				
Interest rate contracts	$ (16)	$ (1)	$ —	Interest expense
Foreign exchange contracts	(5)	(13)	—	Commission revenue
		(1)	1	Compensation expense
		(1)	—	Operating expense
Total	$ (21)	$ (16)	$ 1	
Year ended December 31, 2024				
Interest rate contracts	$ (6)	$ (1)	$ —	Interest expense
Foreign exchange contracts	(11)	(2)	—	Commission revenue
		(2)	1	Compensation expense
		(2)	—	Operating expense
Total	$ (17)	$ (7)	$ 1	

(1) During 2025, the amount excluded from the assessment of hedge effectiveness for our foreign exchange contracts recognized in accumulated other comprehensive loss was a gain of $2 million.

We estimate that approximately $21 million of pretax gain currently included within accumulated other comprehensive income will be reclassified into earnings in the next twelve months.

15. Commitments, Contingencies and Off-Balance Sheet Arrangements

In connection with our investing and operating activities, we have entered into certain contractual obligations and commitments. See Note 7 to these consolidated financial statements for additional discussion of these obligations and commitments. Our future minimum cash payments, including interest, associated with our contractual obligations pursuant to the Senior Notes, Note purchase agreements, Credit Agreement, Premium Financing Debt Facility, operating leases and purchase commitments at December 31, 2025 were as follows (in millions):

	Payments Due by Period						
Contractual Obligations	2026	2027	2028	2029	2030	Thereafter	Total
Senior Notes	$ —	$ 750	$ —	$ 750	$ —	$ 8,050	$ 9,550
Note purchase agreements	640	478	200	350	466	1,189	3,323
Credit Agreement	—	—	—	—	—	—	—
Premium Financing Debt Facility	226	—	—	—	—	—	226
Interest on debt	612	593	539	528	473	6,117	8,862
Total debt obligations	1,478	1,821	739	1,628	939	15,356	21,961
Operating lease obligations	173	148	111	84	73	184	773
Less sublease arrangements	(3)	(2)	(2)	(2)	—	—	(9)
Outstanding purchase obligations	278	227	101	50	26	42	724
Total contractual obligations	$ 1,926	$ 2,194	$ 949	$ 1,760	$ 1,038	$ 15,582	$ 23,449

The amounts presented in the table above may not necessarily reflect our actual future cash funding requirements, because the actual timing of the future payments made may vary from the stated contractual obligation.

Senior Notes, Note Purchase Agreements, Credit Agreement and Premium Financing Debt Facility - See Note 7 to these consolidated financial statements for a summary the amounts outstanding under the Senior Notes, Note purchase agreements, the Credit Agreement and Premium Financing Debt Facility.

Operating Lease Obligations - Our corporate segment's executive offices and certain subsidiary and branch facilities of our brokerage and risk management segments are located in a building we own at 2850 Golf Road, Rolling Meadows, Illinois, where we have approximately 360,000 square feet of space and can accommodate approximately 2,000 employees. Relating to the development of our corporate headquarters, we expect to receive property tax related credits under a tax-increment financing note from Rolling Meadows and an Illinois state Economic Development for a Growing Economy (which we refer to as EDGE) tax credit. Since inception in 2017 through 2025, we have earned approximately $75 million of Edge credits, with fiscal year 2025 representing the final year of EDGE credit generation.

We generally operate in leased premises at our other locations. Certain of these leases have options permitting renewals for additional periods. In addition to minimum fixed rentals, a number of leases contain annual escalation clauses which are generally related to increases in an inflation index.

Total rent expense, including rent relating to cancelable leases and leases with initial terms of less than one year, amounted to $208 million in 2025, $183 million in 2024 and $184 million in 2023.

We have leased certain office space to several non-affiliated tenants under operating sublease arrangements. In the normal course of business, we expect that certain of these leases will not be renewed or replaced. We adjust charges for real estate taxes and common area maintenance annually based on actual expenses, and we recognize the related revenues in the year in which the expenses are incurred. These amounts are not included in the minimum future rentals to be received in the contractual obligations table above.

Outstanding Purchase Obligations - We typically do not have a material amount of outstanding purchase obligations at any point in time. The amount disclosed in the contractual obligations table above represents the aggregate amount of unrecorded purchase obligations that we had outstanding at December 31, 2025. These obligations represent agreements to purchase goods or services that were executed in the normal course of business.

Off-Balance Sheet Commitments - Our total unrecorded commitments associated with outstanding letters of credit, financial guarantees and funding commitments at December 31, 2025 were as follows (in millions):

	Amount of Commitment Expiration by Period						Total Amounts Committed
Off-Balance Sheet Commitments	**2026**	**2027**	**2028**	**2029**	**2030**	**Thereafter**	
Letters of credit	$ —	$ —	$ —	$ —	$ —	$ 14	$ 14
Financial guarantees	—	—	—	—	—	50	50
Total commitments	$ —	$ —	$ —	$ —	$ —	$ 64	$ 64

Since commitments may expire unused, the amounts presented in the table above do not necessarily reflect our actual future cash funding requirements. See the Off-Balance Sheet Debt section below for a discussion of letters of credit. All of the letters of credit represent multiple year commitments that have annual, automatic renewing provisions and are classified by the latest commitment date.

Substantially all of the purchase agreements related to these acquisitions we do contain provisions for potential earnout obligations. For all of our acquisitions made in the period from 2022 to 2025 that contain potential earnout obligations, such obligations are measured at fair value as of the acquisition date and are included on that basis in the recorded purchase price consideration for the respective acquisition. The amounts recorded as earnout payables are primarily based upon estimated future potential operating results of the acquired entities over a two- to three-year period subsequent to the acquisition date. The aggregate amount of the maximum earnout obligations related to these acquisitions was $1,518 million, of which $773 million was recorded in our consolidated balance sheet as of December 31, 2025 based on the estimated fair value of the expected future payments to be made, of which approximately $535 million can be settled in cash or common stock at our option and $238 million must be settled in cash.

Off-Balance Sheet Debt - Our unconsolidated investment portfolio includes investments in enterprises where our ownership interest is between 1% and 50%, in which management has determined that our level of influence and economic

interest is not sufficient to require consolidation. As a result, these investments are accounted for under the equity method. None of these unconsolidated investments had any outstanding debt at December 31, 2025 and 2024 that was recourse to us.

At December 31, 2025, we had posted one letter of credit related to our self-insurance deductibles, for which we had a recorded liability of $11 million. We have an equity investment in a rent-a-captive facility, which we use as a placement facility for certain of our insurance brokerage operations. At December 31, 2025, we had posted eleven letters of credit totaling $13 million to allow certain of our captive operations to meet minimum statutory surplus requirements plus additional collateral related to premium and claim funds held in a fiduciary capacity and one letter of credit totaling $1 million for collateral related to claim funds held in a fiduciary capacity by a recent acquisition. These letters of credit have never been drawn upon.

Our commitments associated with outstanding letters of credit, financial guarantees and funding commitments at December 31, 2025 were as follows (all dollar amounts in table are in millions):

Description, Purpose and Trigger	Collateral	Compensation to Us	Maximum Exposure	Liability Recorded
Credit support under letters of credit (LOC) for deductibles due by us on our own insurance coverages - expires 2028	None	None	$ —	$ 11
Trigger - We do not reimburse the insurance companies for deductibles the insurance companies advance on our behalf				
Credit enhancement under letters of credit for our captive insurance operations to meet minimum statutory capital requirements - expires 2028	None	Reimbursement of LOC fees	13	—
Trigger - Dissolution or catastrophic financial results of the operation				
Collateral related to claims funds held in a fiduciary capacity by a recent acquisition - expires 2028	None	None	1	—
Trigger - Claim payments are not made				
			$ 14	$ 11

1) The guarantees are collateralized by shares in minority holdings of our Canadian operating companies.

Since commitments may expire unused, the amounts presented in the table above do not necessarily reflect our actual future cash funding requirements.

Litigation, Regulatory and Taxation Matters - We routinely are involved in legal proceedings, claims, disputes, regulatory matters and governmental inspections or investigations arising in the ordinary course of or incidental to our business, including relating errors and omissions (which we refer to as E&O) claims and those noted below in this section. We record accruals in the consolidated financial statements for pending litigation when we determine that an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. For the matters we disclose that do not include an estimate of the amount of loss or range of losses, such an estimate is not possible or is immaterial, and we may be unable to estimate the possible loss or range of losses that could potentially result from the application of non-monetary remedies, unless disclosed below. We currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations or cash flows. However, legal proceedings and government investigations are subject to inherent uncertainties, and unfavorable rulings or other adverse events could occur, including the payment of substantial monetary damages or an injunction or other order prohibiting us from selling one or more products at all or in particular ways, precluding particular business practices or requiring other remedies, which may result in a material adverse impact on our business, results of operations or financial position.

As previously disclosed, our IRC 831(b) (or "micro-captive") advisory services businesses has been under a promoter investigation by the IRS since 2013. Among other matters, the IRS is investigating whether we have been acting as a tax

shelter promoter in connection with these operations. Additionally, the IRS is conducting a criminal investigation related to IRC 831(b) micro-captive underwriting enterprises. We have been advised that we are not a target of the criminal investigation. We are fully cooperating with both matters.

Contingent Liabilities - We purchase insurance to provide protection from E&O claims that may arise during the ordinary course of business. Currently we retain the first $15 million of each and every E&O claim. In addition, we retain, in aggregate up to another $2 million between $15 million and $100 million, plus up to another $10 million between $100 million and $200 million, and up to another $20 million between $200 million and $400 million. We have historically maintained self-insurance reserves for the portion of our E&O exposure that is not insured. We periodically determine a range of possible reserve levels using actuarial techniques that rely heavily on projecting historical claim data into the future. Our E&O reserve in the December 31, 2025 consolidated balance sheet is above the lower end of the most recently determined actuarial range by $8 million and below the upper end of the actuarial range by $9 million. We can make no assurances that the historical claim data used to project the current reserve levels will be indicative of future claim activity. Thus, the E&O reserve level and corresponding actuarial range could change in the future as more information becomes known, which could materially impact the amounts reported and disclosed herein.

16. Income Taxes

We and our principal domestic subsidiaries are included in a consolidated U.S. federal income tax return. Our international subsidiaries file various income tax returns in their jurisdictions. Significant components of earnings before income taxes and the provision for income taxes are as follows (in millions):

	Year Ended December 31,		
	2025	2024	2023
Earnings before income taxes:			
United States	$ 1,211	$ 972	$ 605
Foreign, principally Australia, Canada, New Zealand and the U.K.	660	903	580
Total earnings before income taxes	$ 1,871	$ 1,875	$ 1,185
Provision for income taxes:			
Federal:			
Current	$ 39	$ 38	$ (22)
Deferred	94	112	113
	133	150	91
State and local:			
Current	42	53	(15)
Deferred	(8)	(1)	43
	34	52	28
Foreign:			
Current	224	194	213
Deferred	(23)	8	(113)
	201	202	100
Provision for income taxes	$ 368	$ 404	$ 219

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which requires a company to disclose specified additional information in its income tax rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. ASU 2023-09 also requires the company to disaggregate its income taxes paid disclosure by federal, state and foreign taxes, with further disaggregation required for significant individual jurisdictions

We have adopted ASU 2023-09 using a prospective transition method. A reconciliation of the provision for income taxes with the U.S. federal statutory income tax rate is as follows (in millions, except percentages):

	Year Ended December 31, 2025	
	Amount	% of Pretax Earnings
U.S. federal statutory income tax	$ 393	21.0 %
Domestic federal:		
Tax credits	(19)	(1.0)
Non taxable / nondeductible items		
Excess tax benefits on share-based payments	(77)	(4.1)
Nondeductible executive compensation (IRC 162(m))	24	1.3
Other	5	0.3
Cross-border tax laws		
Income (loss) from branches / disregarded entities (1)	(57)	(3.1)
Other	16	0.9
Changes in valuation allowance (2)	41	2.2
Other (2)	(51)	(2.7)
Domestic state and local income taxes, net of federal benefits *	25	1.3
Foreign tax effects:		
U.K.:		
Nontaxable / nondeductible items		
Earnout liability adjustments	22	1.2
Other	37	2.0
Other foreign jurisdiction (3)	1	0.1
Changes in unrecognized tax benefits	8	0.4
Provision for income taxes	$ 368	19.7 %

1) Includes foreign tax credit benefits of $33 million.

2) In 2025, we completed the sale of the Pronto Group that resulted in a $40 million U.S. federal capital loss. A valuation allowance was recorded against the related deferred tax asset; therefore, no income tax benefit was recognized, and deferred tax assets associated with the transaction were written off.

3) We have determined that none of the remaining foreign jurisdictions for which there are foreign tax effects reconciling items meet the 5% threshold in any of the years presented.

* In 2025, state and local income taxes in California, New York, Pennsylvania, Florida and New Jersey comprised the majority of the state and local income taxes, net of federal effect category.

The following is a reconciliation of the U.S. federal statutory income tax rate to our effective rate for the years 2024 and 2023 in accordance with the guidance prior to the adoption of ASU 2023-09 (in millions, except percentages):

	Year Ended December 31,			
	2024		2023	
	Amount	% of Pretax Earnings	Amount	% of Pretax Earnings
Federal statutory rate	$ 394	21.0 %	$ 249	21.0 %
State income taxes - net of federal benefit	61	3.3	50	4.2
Differences related to non U.S. operations	(14)	(0.7)	(21)	(1.7)
Alternative energy and other tax credits	(9)	(0.5)	(8)	(0.7)
Other permanent differences	43	2.3	27	2.3
Stock-based compensation	(89)	(4.7)	(76)	(6.4)
Changes in unrecognized tax benefits	7	0.4	12	1.0
Change in valuation allowance	10	0.5	4	0.3
Change in tax rates	1	—	(18)	(1.5)
Provision for income taxes	$ 404	21.6 %	$ 219	18.5 %

A reconciliation of the beginning and ending balances of the total amounts of gross unrecognized tax benefits is as follows (in millions):

	December 31,	
	2025	2024
Gross unrecognized tax benefits at January 1	$ 25	$ 25
Increases in tax positions for current year	5	1
Settlements	—	(3)
Lapse in statute of limitations	(1)	(5)
Increases in tax positions for prior years	1	17
Decreases in tax positions for prior years	—	(10)
Gross unrecognized tax benefits at December 31	$ 30	$ 25

The total amount of net unrecognized tax benefits that, if recognized, would affect the effective tax rate was $30 million and $25 million at December 31, 2025 and 2024, respectively. We accrue interest and penalties related to unrecognized tax benefits in our provision for income taxes. At December 31, 2025 and 2024, we had accrued interest and penalties related to unrecognized tax benefits of $14 million and $10 million, respectively.

We file income tax returns in the U.S. and in various state, local and foreign jurisdictions. We are routinely examined by tax authorities in these jurisdictions. At December 31, 2025, our corporate returns had been examined by the IRS or the statute had lapsed through calendar year 2021. The IRS is currently examining the Company's U.S. federal income tax return for the tax year ended December 31, 2022. The examination remains ongoing. In addition, from 2021 forward, various state and foreign jurisdictions remain open.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of our deferred tax assets and liabilities are as follows (in millions):

	December 31,	
	2025	2024
Deferred tax assets:		
Tax credit carryforwards	$ 713	$ 772
Accrued and unfunded compensation and employee benefits	494	356
Amortizable intangible assets	560	177
Compensation expense related to equity plans	113	97
Accrued liabilities	176	126
Depreciable fixed assets	—	22
Net operating loss carryforwards	270	163
Capital loss carryforwards	56	8
Interest expense limitation	174	2
Lease liabilities	166	106
Revenue recognition	—	5
Other	7	3
Total deferred tax assets	2,729	1,837
Valuation allowance for deferred tax assets	(264)	(177)
Deferred tax assets	2,465	1,660
Deferred tax liabilities:		
Nondeductible amortizable intangible assets	2,372	647
Accrued pension liability	2	9
Depreciable fixed assets	22	—
Right-of-use assets	154	97
Hedging instruments	34	36
Other prepaid items	30	16
Revenue recognition	124	—
Other	4	2
Total deferred tax liabilities	2,742	807
Net deferred tax (liabilities) assets	$ (277)	$ 853

At December 31, 2025 and 2024, $319 million and $106 million, respectively, of deferred tax liabilities have been included in noncurrent liabilities in the accompanying consolidated balance sheet. General business and other tax credits of $674 million begin to expire, if not utilized, in 2032 and state credits, net of federal benefit, of $40 million, begin to expire, if not utilized in 2026. Net operating loss carryforwards of $270 million, related to federal, state and foreign begin to expire, if not utilized in 2026. We expect the historically favorable trend in earnings before income taxes to continue in the foreseeable future. Valuation allowances have been established for certain foreign intangible assets (including nondeductible amortization and earnout payable expenses) and various state net operating loss carryforwards that may not be utilized in the future.

At December 31, 2025, foreign earnings in all jurisdictions are considered indefinitely reinvested offshore.

Current U.S. tax law requires U.S. shareholders to include in income certain "global intangible low-taxed income" (which we refer to as GILTI) beginning in 2018. Our policy is to include the GILTI income in the future period when the tax arises and we recorded income tax expense on such income in 2025, 2024 and 2023. Current U.S. tax law includes the U.S. Base Erosion and Anti-Abuse Tax (which we refer to as BEAT) beginning in 2018. Based on our analysis, we determined that our base erosion payments do not exceed the threshold for applicability for the years in 2025, 2024 and 2023, and we do

not currently anticipate any significant long-term impact from the BEAT in our provision for income taxes in future periods.

17. Supplemental Disclosures of Cash Flow Information

Supplemental disclosures of cash flow information (in millions):	Year ended December 31, 2025	2024	2023
Interest paid	$ 575	$ 347	$ 271
Income taxes paid, net	341	331	226

Income taxes paid (in millions)	Year ended December 31, 2025
Federal	$ 42
State	
California	19
Other	38
Foreign	
U.K.	117
Australia	31
New Zealand	26
Other	68
Total foreign	242
Income taxes paid, net	$ 341

The following is a reconciliation of our end of period cash, cash equivalents, restricted cash and fiduciary cash balances as presented in the consolidated statement of cash flows for the years ended December 31, 2025, 2024 and 2023 (in millions):

	December 31, 2025	2024	2023
Cash and cash equivalents - non-restricted cash	$ 1,155	$ 14,759	$ 781
Cash and cash equivalents - restricted cash	241	228	190
Total cash and cash equivalents	$ 1,396	$ 14,987	$ 971
Fiduciary cash	7,142	5,481	5,572
Total cash, cash equivalents, restricted cash and fiduciary cash	$ 8,538	$ 20,468	$ 6,543

Total cash and cash equivalents, restricted cash and fiduciary cash at December 31, 2025 and December 31, 2024, include $2,916 million and $15,372 million, respectively, of income earning money market accounts. The decrease in cash invested in money market accounts between years is primarily due to the proceeds received from the AssuredPartners Financing ($13.5 billion) and proceeds received in January 2025 from the exercise by the underwriters of the overallotment provision related to the follow-on-common stock offering ($1.3 billion) which was used to fund the acquisition of AssuredPartners that closed on August 18, 2025. Refer to Note 3 for more information regarding the AssuredPartners Financing. The dividend income on money market accounts was recorded in interest income, premium finance and other income in our consolidated statement of earnings, which increased $296 million during 2025 ($363 million of which related to the proceeds from the AssuredPartners financing) to $769 million for the year ended December 31, 2025 compared to $473 million for the year ended December 31, 2024.

We have a qualified contributory savings and thrift 401(k) plan covering the majority of our domestic employees. For eligible employees who have met the plan's age and service requirements to receive matching contributions, we historically have matched 100% of pre-tax and Roth elective deferrals up to a maximum of 5% of eligible compensation, subject to federal limits on plan contributions and not in excess of the maximum amount deductible for federal income tax purposes. Beginning in 2021, the amount matched by the Company will be discretionary and annually determined by management.

Employees must be employed and eligible for the plan on the last day of the plan year to receive a matching contribution, subject to certain exceptions enumerated in the plan document. Matching contributions are subject to a five-year graduated vesting schedule and can be funded in cash or the common stock of the Company. We expensed (net of plan forfeitures) $115 million, $105 million and $86 million related to the plan in 2025, 2024 and 2023, respectively. During 2024, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2024 plan year to be funded with our common stock, which was funded in February 2025. During 2025, management determined the 5% employer matching contributions on eligible compensation to the 401(k) plan for the 2025 plan year to be funded with our common stock, which is expected to be funded in February 2026.

18. Accumulated Other Comprehensive Loss

The after-tax components of our accumulated comprehensive loss attributable to controlling interests consist of the following (in millions):

	Pension Liability	Foreign Currency Translation	Fair Value of Derivative Instruments	Accumulated Comprehensive Loss
Balance as of January 1, 2022	$ (49)	$ (1,125)	$ 34	$ (1,140)
Net change in period	12	258	78	348
Balance as of December 31, 2023	(37)	(867)	112	(792)
Net change in period	14	(365)	(8)	(359)
Balance as of December 31, 2024	(23)	(1,232)	104	(1,151)
Net change in period	—	630	(4)	626
Balance as of December 31, 2025	$ (23)	$ (602)	$ 100	$ (525)

The foreign currency translation in 2025, 2024 and 2023 relates to the net impact of changes in the value of the local currencies relative to the U.S. dollar for our operations in Australia, Canada, the Caribbean, India, New Zealand, the U.K. and other non-U.S. locations. The reporting currency for our financial statements is the U.S. dollar. Certain of our assets, liabilities, expenses and revenues are denominated in currencies other than the U.S. dollar, primarily the Australian dollar, British pound, Canadian dollar, and New Zealand dollar. To prepare our consolidated financial statements, we must translate those assets, liabilities, expenses and revenues into U.S. dollars at the applicable exchange rates. Assets and liabilities of non-U.S. dollar functional currency operations are translated into U.S. dollars at end-of-period exchange rates while revenues, expenses and cash flows are translated at average monthly exchange rates over the period. Equity is translated at historical exchange rates and the resulting cumulative translation adjustments are included as a component of accumulated other comprehensive loss in the consolidated balance sheet. The net change in the foreign currency translation during 2025 primarily relates to goodwill (see Note 6 to these consolidated financial statements for the impact on goodwill) and amortizable intangible assets held by operations with a non-U.S. dollar functional currency.

During 2025, 2024 and 2023, $16 million of expense, $7 million of expense and $3 million of expense, respectively, related to the fair value of derivative investments, was reclassified from accumulated other comprehensive loss to the statement of earnings. During 2025, 2024 and 2023, no amounts related to foreign currency translation were reclassified from accumulated other comprehensive loss to the statement of earnings.

19. Segment Information

We have three reportable segments: brokerage, risk management and corporate.

The brokerage segment is primarily comprised of our retail and wholesale insurance and reinsurance brokerage operations. The brokerage segment (which comprises our retail property/casualty, wholesale, reinsurance, benefits and captive operations) generates revenues through commissions paid by underwriting enterprises and through fees charged to our clients. Our brokers, agents and administrators act as intermediaries between underwriting enterprises and our clients and we do not assume net underwriting risks.

The risk management segment provides contract claim settlement and administration services for commercial, nonprofit, captive and public sector entities, and various organizations that choose to self-insure some or all of their property/casualty coverages and for underwriting enterprises that choose to outsource some or all of their property/casualty claims departments. These operations also provide claims management, loss control consulting and insurance property appraisal

services. Revenues are principally generated on a negotiated per-claim or per-service fee basis. Our risk management segment also provides risk management consulting services that are recognized as the services are delivered.

Revenues in the corporate segment consist of other income related to the run-off of legacy investments. In addition, the corporate segment reports the financial information related to our debt, external acquisition-related expenses, other corporate costs, the impact of foreign currency remeasurement and clean energy investments.

Allocations of investment income and certain expenses are based on reasonable assumptions and estimates primarily using revenue, headcount and other information. We allocate the provision for income taxes to the brokerage and risk management segments using the local country statutory rates. Reported operating results by segment would change if different methods were applied.

Our Chief Operating Decision Maker (which we refer to as CODM) who is our Chairman and Chief Executive Officer, analyzes and evaluates the operating performance of the three reportable segments presented below. We have disclosed for each reportable segment the significant expense categories that are reviewed by the CODM and there are no additional significant expenses within the expense categories presented in the tables below. The key areas of focus by the CODM for allocation of resources are revenues from each reportable segment, as well as their compensation and operating expenses.

Financial information relating to our segments for 2025, 2024 and 2023 is as follows (in millions):

Year Ended December 31, 2025	Brokerage	Risk Management	Corporate	Total
Revenues:				
Commissions	$ 8,024	$ —	$ —	$ 8,024
Fees	2,646	1,549	—	4,195
Supplemental revenues	466	—	—	466
Contingent revenues	324	—	—	324
Interest income, premium finance revenues and other income	732	36	1	769
Revenues before reimbursements	12,192	1,585	1	13,778
Reimbursements	—	164	—	164
Total revenues	12,192	1,749	1	13,942
Compensation	6,660	974	208	7,842
Operating	1,676	298	284	2,258
Reimbursements	—	164	—	164
Interest	—	—	639	639
Depreciation	159	40	7	206
Amortization	894	22	—	916
Change in estimated acquisition earnout payables	44	2	—	46
Total expenses	9,433	1,500	1,138	12,071
Earnings (loss) before income taxes	2,759	249	(1,137)	1,871
Provision (benefit) for income taxes	707	66	(405)	368
Net earnings (loss)	2,052	183	(732)	1,503
Net earnings (loss) attributable to noncontrolling interests	9	—	—	9
Net earnings (loss) attributable to controlling interests	$ 2,043	$ 183	$ (732)	$ 1,494
Net foreign exchange (loss)	$ (5)	$ (1)	$ (48)	$ (54)
Revenues:				
United States	$ 8,003	$ 1,387	$ 1	$ 9,391
United Kingdom	2,372	105	—	2,477
Australia	344	242	—	586
Canada	387	8	—	395
New Zealand	207	—	—	207
Other foreign	879	7	—	886
Total revenues	$ 12,192	$ 1,749	$ 1	$ 13,942
At December 31, 2025				
Identifiable assets:				
United States	$ 25,203	$ 1,335	$ 16,701	$ 43,239
United Kingdom	15,161	443	—	15,604
Australia	1,919	460	—	2,379
Canada	1,731	9	—	1,740
New Zealand	776	8	—	784
Other foreign	6,755	19	145	6,919
Total identifiable assets	$ 51,545	$ 2,274	$ 16,846	$ 70,665
Goodwill - net	$ 22,078	$ 497	$ 18	$ 22,593
Amortizable intangible assets - net	10,483	201	—	10,684

Year Ended December 31, 2024	Brokerage	Risk Management	Corporate	Total
Revenues:				
Commissions	$ 6,694	$ —	$ —	$ 6,694
Fees	2,193	1,414	—	3,607
Supplemental revenues	359	—	—	359
Contingent revenues	268	—	—	268
Interest income, premium finance revenues and other income	420	37	16	473
Revenues before reimbursements	9,934	1,451	16	11,401
Reimbursements	—	154	—	154
Total revenues	9,934	1,605	16	11,555
Compensation	5,502	882	138	6,522
Operating	1,363	279	112	1,754
Reimbursements	—	154	—	154
Interest	—	—	381	381
Depreciation	133	38	7	178
Amortization	651	14	—	665
Change in estimated acquisition earnout payables	26	—	—	26
Total expenses	7,675	1,367	638	9,680
Earnings (loss) before income taxes	2,259	238	(622)	1,875
Provision (benefit) for income taxes	573	63	(232)	404
Net earnings (loss)	1,686	175	(390)	1,471
Net earnings (loss) attributable to noncontrolling interests	8	—	—	8
Net earnings (loss) attributable to controlling interests	$ 1,678	$ 175	$ (390)	$ 1,463
Net foreign exchange gain (loss)	$ 1	$ —	$ (1)	$ —
Revenues:				
United States	$ 6,104	$ 1,308	$ 16	$ 7,428
United Kingdom	2,168	57	—	2,225
Australia	349	226	—	575
Canada	409	7	—	416
New Zealand	203	7	—	210
Other foreign	701	—	—	701
Total revenues	$ 9,934	$ 1,605	$ 16	$ 11,555
At December 31, 2024				
Identifiable assets:				
United States	$ 20,910	$ 1,110	$ 16,029	$ 38,049
United Kingdom	16,051	150	—	16,201
Australia	1,767	382	—	2,149
Canada	1,684	6	—	1,690
New Zealand	719	14	—	733
Other foreign	5,308	—	125	5,433
Total identifiable assets	$ 46,439	$ 1,662	$ 16,154	$ 64,255
Goodwill - net	$ 11,923	$ 328	$ 19	$ 12,270
Amortizable intangible assets - net	4,413	117	—	4,530

Year Ended December 31, 2023	Brokerage	Risk Management	Corporate	Total
Revenues:				
Commissions	$ 5,865	$ —	$ —	$ 5,865
Fees	1,885	1,260	—	3,145
Supplemental revenues	314	—	—	314
Contingent revenues	235	—	—	235
Interest income, premium finance revenues and other income	338	28	2	368
Revenues before reimbursements	8,637	1,288	2	9,927
Reimbursements	—	145	—	145
Total revenues	8,637	1,433	2	10,072
Compensation	4,769	777	135	5,681
Operating	1,272	257	160	1,689
Reimbursements	—	145	—	145
Interest	—	—	297	297
Depreciation	124	36	5	165
Amortization	524	8	—	532
Change in estimated acquisition earnout payables	377	1	—	378
Total expenses	7,066	1,224	597	8,887
Earnings (loss) before income taxes	1,571	209	(595)	1,185
Provision (benefit) for income taxes	402	55	(238)	219
Net earnings (loss)	1,169	154	(357)	966
Net earnings (loss) attributable to noncontrolling interests	6	—	(10)	(4)
Net earnings (loss) attributable to controlling interests	$ 1,163	$ 154	$ (347)	$ 970
Net foreign exchange (loss)	$ —	$ (10)	$ —	$ (10)
Revenues:				
United States	$ 5,216	$ 1,209	$ 2	$ 6,427
United Kingdom	1,946	47	—	1,993
Australia	312	155	—	467
Canada	398	6	—	404
New Zealand	192	16	—	208
Other foreign	573	—	—	573
Total revenues	$ 8,637	$ 1,433	$ 2	$ 10,072
At December 31, 2023				
Identifiable assets:				
United States	$ 21,764	$ 1,026	$ 2,521	$ 25,311
United Kingdom	16,000	130	—	16,130
Australia	1,969	469	—	2,438
Canada	1,693	4	—	1,697
New Zealand	773	20	—	793
Other foreign	5,247	—	—	5,247
Total identifiable assets	$ 47,446	$ 1,649	$ 2,521	$ 51,616
Goodwill - net	$ 11,218	$ 239	$ 19	$ 11,476
Amortizable intangible assets - net	4,428	205	—	4,633

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Arthur J. Gallagher & Co.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Arthur J. Gallagher & Co. (the Company) as of December 31, 2025 and 2024, the related consolidated statements of earnings, comprehensive earnings, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2025, the related notes and the financial statement schedule listed in the Index at Item 15(2)(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 17, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Business acquisitions - valuation of acquired expiration lists

Description of the Matter

As described in Note 3 to the consolidated financial statements, the Company completed 33 acquisitions during 2025 for total net consideration of $16,348 million. All the acquisitions have been accounted for using the acquisition method for recording business combinations. The excess of the purchase price over the estimated fair value of the net assets acquired, including identifiable intangible assets, at the acquisitions date was allocated to goodwill. Identifiable intangible assets from the acquisitions consists primarily of acquired expiration lists of $7,020 million. Provisional estimates of fair value are established on the closing date of each acquisition and are subsequently reviewed and finalized within twelve months of the acquisition date. Auditing the accounting for these acquisitions involved subjectivity in evaluating management's estimates, specifically, the identification and measurement of expiration lists. The Company, with the assistance of a third-party valuation firm, as applicable, used the excess earnings method to measure the fair value of the expiration lists to finalize the accounting for its acquisitions. The significant assumptions used to estimate the fair value of the expiration lists included, attrition rates, and discount rates. These assumptions are forward-looking and could be affected by future economic and market conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the controls over management's review of significant assumptions used to determine the fair value of expiration lists of the acquisitions for which management finalized its accounting. For select acquisitions, to test the estimated fair value of expiration lists, our audit procedures included, among other things, testing the significant assumptions, including, attrition rates, and discount rates, used to value the expiration lists for acquisitions that the Company has deemed the accounting as final. We have also tested the completeness and accuracy of the underlying data supporting the fair value estimates and compared the above assumptions to the historical results of the acquired companies, past performance of similar acquisitions by the Company, and current market conditions. For select acquisitions, we utilized the assistance of our valuation specialists to evaluate the methods and assumptions used to determine the fair value of expiration lists.

/s/ Ernst & Young LLP

Ernst & Young LLP

We have served as the Company's auditor since 1973

Chicago, Illinois

February 17, 2026

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) under the Exchange Act. Under the supervision and with the participation of management, including our principal executive officer and principal financial officer, we conducted an assessment of the effectiveness of our internal control over financial reporting based on the framework in Internal Control – Integrated Frame work issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework).

In conducting our assessment of the effectiveness of its internal control over financial reporting, we have excluded 14 of the 33 entities acquired in 2025, which are included in our 2025 consolidated financial statements. Collectively, these acquired entities constituted approximately 6.6% of total assets as of December 31, 2025, approximately 7.7% of total revenues, and approximately (1.0)% of net earnings for the year then ended.

Based on our assessment under the 2013 framework, management concluded that our internal control over financial reporting was effective as of December 31, 2025. In addition, the effectiveness of our internal control over financial reporting as of December 31, 2025, has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their attestation report which is included herein.

Arthur J. Gallagher & Co.
Rolling Meadows, Illinois
February 17, 2026

/s/ J. Patrick Gallagher, Jr.
J. Patrick Gallagher, Jr.
Chairman and Chief Executive Officer

/s/ Douglas K. Howell
Douglas K. Howell
Chief Financial Officer

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Arthur J. Gallagher & Co.

Opinion on Internal Control Over Financial Reporting

We have audited Arthur J. Gallagher & Co.'s internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), (the COSO criteria). In our opinion, Arthur J. Gallagher & Co (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of 14 of the 33 entities acquired in 2025, which are included in the 2025 consolidated financial statements of the Company and constituted approximately 6.6% of total assets as of December 31, 2025, approximately 7.7% of total revenues, and approximately (1.0)% of net earnings for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of these acquired entities.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of earnings, comprehensive earnings, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(2)(a) and our report dated February 17, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Ernst & Young LLP

Chicago, Illinois
February 17, 2026

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

There were no changes in or disagreements with our accountants on matters related to accounting and financial disclosure.

Item 9A. Controls and Procedures.

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures.

We carried out an evaluation required by the Exchange Act, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rule 13a-15(e) of the 1934 Act, as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the 1934 Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Design and Evaluation of Internal Control over Financial Reporting.

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as specified above. Management does not expect, however, that our disclosure controls and procedures will prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected. Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, we included a report of management's assessment of the design and effectiveness of our internal controls as part of this annual report for the fiscal year ended December 31, 2025. Our independent registered public accounting firm also attested to, and reported on, the effectiveness of internal control over financial reporting. Management's report and the independent registered public accounting firm's attestation report are included in Item 8, "Financial Statements and Supplementary Data," under the captions entitled "Management's Report on Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting."

Changes in Internal Control over Financial Reporting.

During the three-month period ended December 31, 2025, there has not occurred any change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

During the three-month period ended December 31, 2025, no director or officer adopted or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as each term is defined in Item 408(a) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

None.

Part III

Item 10. Directors, Executive Officers and Corporate Governance.

Our 2026 Proxy Statement will include the information required by this item under the headings "Election of Directors," "Other Board Matters," "Board Committees," "Insider Trading Policy" and, if necessary, "Delinquent Section 16(a) Reports," which we incorporate herein by reference.

Item 11. Executive Compensation.

Our 2026 Proxy Statement will include the information required by this item under the headings "Compensation Committee Report" and "Compensation Discussion and Analysis," which we incorporate herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

Our 2026 Proxy Statement will include the information required by this item under the headings "Security Ownership by Certain Beneficial Owners and Management" and "Equity Compensation Plan Information," which we incorporate herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Our 2026 Proxy Statement will include the information required by this item under the headings "Certain Relationships and Related Transactions" and "Other Board Matters," which we incorporate herein by reference.

Item 14. Principal Accountant Fees and Services.

Our independent registered public accounting firm is Ernst & Young LLP, Chicago, Illinois, Auditor Firm ID: 42.

Our 2026 Proxy Statement will include the information required by this item under the heading "Ratification of Appointment of Independent Auditor - Principal Accountant Fees and Services," which we incorporate herein by reference.

Part IV

Item 15. Exhibits and Financial Statement Schedules.

The following documents are filed as a part of this report:

1. Consolidated Financial Statements:
   - (a) Consolidated Statement of Earnings for each of the three years in the period ended December 31, 2025.
   - (b) Consolidated Balance Sheet as of December 31, 2025 and 2024.
   - (c) Consolidated Statement of Cash Flows for each of the three years in the period ended December 31, 2025.
   - (d) Consolidated Statement of Stockholders' Equity for each of the three years in the period ended December 31, 2025.
   - (e) Notes to Consolidated Financial Statements.
   - (f) Report of Independent Registered Public Accounting Firm on Financial Statements.
   - (g) Management's Report on Internal Control Over Financial Reporting.
   - (h) Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting.

2. Consolidated Financial Statement Schedules required to be filed by Item 8 of this Form:
   - (a) Schedule II - Valuation and Qualifying Accounts.

All other schedules are omitted because they are not applicable, or not required, or because the required information is included in our consolidated financial statements or the notes thereto. Exhibits:

2.1	Stock Purchase Agreement, dated as of December 7, 2024, by and among Arthur J. Gallagher & Co., The AssuredPartners Group LP and Dolphin TopCo, Inc. (incorporated by reference to Exhibit 2.1 to our Form 8-K Current Report dated December 7, 2024, File No. 1-09761).
3.1	Restated Certificate of Incorporation of Arthur J. Gallagher & Co. (incorporated by reference to Exhibit 3.2 to our Form 8-K Current Report dated May 11, 2023, File No. 1-09761).
3.2	Amended and Restated By-Laws of Arthur J. Gallagher & Co (incorporated by reference to Exhibit 3.1 to our Form 8-K Current Report dated January 29, 2025, File No. 1-09761).
4.1	Description of Securities (incorporated by reference to Exhibit 4.1 to our Form 10-K Annual Report for 2023, File No. 1-09761)
4.2	Indenture, dated as of May 20, 2021, between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to our Form 8-K Current Report dated May 20, 2021, File No. 1-09761).
10.1	Amended and Restated Credit Agreement, dated as of April 3, 2025, by and among Arthur J. Gallagher & Co., as borrower, Bank of America, N.A., as administrative agent, L/C issuer and swing line lender, and the lenders and other L/C issuers party thereto. (incorporated by reference to Exhibit 10.1 to our Form 8-K Current Report dated April 3, 2025, File No 001-09761).
*10.2	Form of Indemnity Agreement between Arthur J. Gallagher & Co. and each of our directors and executive officers (incorporated by reference to Exhibit 10.3 to our Form 10-K Annual Report for 2024, File No. 1-09761).
*10.3	Arthur J. Gallagher & Co. Deferral Plan for Nonemployee Directors (amended and restated as of February 1, 2022) (incorporated by reference to Exhibit 10.12 to our Form 10-K Annual Report for 2022, File No. 1-09761).
*10.4	Form of Change in Control Agreement between Arthur J. Gallagher & Co. and those Executive Officers hired prior to January 1, 2008 (incorporated by reference to Exhibit 10.14.1 to our Form 10-K Annual Report for 2011, File No. 1-09761).
*10.5	Form of Change in Control Agreement between Arthur J. Gallagher & Co. and those Executive Officers hired after January 1, 2008 (incorporated by reference to Exhibit 10.14.2 to our Form 10-K Annual Report for 2011, File No. 1-09761).
*10.6	The Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan, as amended and restated effective October 20, 2020 (incorporated by reference to Exhibit 10.15 to our Form 10-K Annual Report for 2020, File No. 1-09761).
*10.7	Arthur J. Gallagher & Co., Deferred Equity Participation Plan (as amended and restated as of February 20, 2021) (incorporated by reference to Exhibit 10.16 to our Form 10-Q for the quarterly period ended March 31, 2021 File No. 1 09761).
*10.8	Form of Deferred Equity Participation Plan Award Agreement (incorporated by reference to Exhibit 10.16.1 to our Form 10-K Annual Report for 2022, File No. 1-09761).
*10.9	Arthur J. Gallagher & Co. Severance Plan (effective September 15, 1997, as amended and restated effective January 1, 2009) (incorporated by reference to Exhibit 10.17 to our Form 10-K Annual Report for 2008, File No. 1-09761).
*10.10	First Amendment to the Arthur J. Gallagher & Co. Severance Plan (effective September 15, 1997, as amended and restated effective January 1, 2009) (incorporated by reference to Exhibit 10.1 to our Form 10-Q Quarterly Report for the quarterly period ended June 30, 2010, File No. 1-09761).
*10.11	Arthur J. Gallagher & Co. Deferred Cash Participation Plan, amended and restated as of September 11, 2018 (incorporated by reference to Exhibit 10.18 to our Form 10-K Annual Report for 2019, File No. 1-09761).
*10.12	Form of Long-Term Incentive Plan Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.42.1 to our Form 10-K Annual Report for 2022, File No. 1-09761).
*10.13	Form of Long-Term Incentive Plan Stock Option Award Agreement (incorporated by reference to Exhibit 10.42.2 to our Form 10-K Annual Report for 2022, File No. 1-09761).
*10.14	Form of Long-Term Incentive Plan Stock Appreciation Rights Award Agreement (incorporated by reference to Exhibit 10.42.3 to our Form 10-K Annual Report for 2010, File No. 1-09761).
*10.15	Form of Long-Term Incentive Plan Restricted Stock Unit Award Agreement for executive officers over the age of 55 (incorporated by reference to Exhibit 10.42.4 to our Form 10-K Annual Report for 2022, File No. 1-09761).

*10.16	Form of Long-Term Incentive Plan Stock Option Award Agreement for executive officers (incorporated by reference to Exhibit 10.17 to our Form 10-K Annual Report for 2023, File No. 1-09761).
*10.17	Arthur J. Gallagher & Co. Performance Unit Program (incorporated by reference to Exhibit 10.43 to our Form 10-Q Quarterly Report for the quarterly period ended June 30, 2007, File No. 1-09761).
*10.18	Form of Performance Unit Grant Agreement under the Performance Unit Program (incorporated by reference to Exhibit 10.43.1 to our Form 10-K Annual Report for 2022, File No. 1-09761).
*10.19	Form of Performance Unit Grant Agreement under the Long-Term Incentive Plan for executive officers (incorporated by reference to Exhibit 10.20 to our Form 10-K Annual Report for 2023, File No. 1-09761).
*10.20	Arthur J. Gallagher & Co. 2017 Long-Term Incentive Plan (incorporated by reference to Exhibit 4.8 to our Form S-8 Registration Statement, File No. 333-221274).
*10.21	Arthur J. Gallagher & Co. U.K. Employee Share Incentive Plan (incorporated by reference to Exhibit 4.3 to our Form S-8 Registration Statement, File No. 333-258331).
*10.22	Form of Partnership Share Agreement under the Arthur J. Gallagher & Co. U.K. Employee Share Incentive Plan (incorporated by reference to Exhibit 4.4 to our Form S-8 Registration Statement, File No. 333-258331).
*10.23	Arthur J. Gallagher & Co. 2022 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to our Form 8-K Current Report dated May 13, 2022 File No. 1-09761).
19	Insider Trading Policy (incorporated by reference to Exhibit 19 to our Form 10-K Annual Report for 2024, File No. 1-09761).
21.1	Subsidiaries of Arthur J. Gallagher & Co., including state or other jurisdiction of incorporation or organization.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
24.1	Power of Attorney.
31.1	Rule 13a-14(a) Certification of Chief Executive Officer.
31.2	Rule 13a-14(a) Certification of Chief Financial Officer.
32.1	Section 1350 Certification of Chief Executive Officer.
32.2	Section 1350 Certification of Chief Financial Officer.
97	Incentive Compensation Recovery Policy (incorporated by reference to Exhibit 97 to our Form 10-K Annual Report for 2023, File No. 1-09761).
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema with embedded linkbases document.
104	Cover Page Interactive Data File formatted in Inline XBRL (included as Exhibit 101).

All other exhibits are omitted because they are not applicable, or not required, or because the required information is included in our consolidated financial statements or the notes thereto. The registrant agrees to furnish to the Securities and Exchange Commission upon request a copy of any long-term debt instruments that have been omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K.

^ Certain exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any exhibits or schedules so furnished.

* Such exhibit is a management contract or compensatory plan or arrangement required to be filed as an exhibit to this form pursuant to item 601 of Regulation S-K.

Item 16. Form 10-K Summary.

None.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on the 17th day of February, 2026.

ARTHUR J. GALLAGHER & CO.

By /S/ J. PATRICK GALLAGHER, JR.

J. Patrick Gallagher, Jr.

Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on the 17th day of February, 2026 by the following persons on behalf of the Registrant in the capacities indicated.

Name	Title
/S/ J. PATRICK GALLAGHER, JR. J. Patrick Gallagher, Jr.	Chairman, Chief Executive Officer and Director (Principal Executive Officer)
/S/ DOUGLAS K. HOWELL Douglas K. Howell	Vice President and Chief Financial Officer (Principal Financial Officer)
/S/ RICHARD C. CARY Richard C. Cary	Controller (Principal Accounting Officer)
*SHERRY BARRAT Sherry Barrat	Director
*DEBORAH CAPLAN Deborah Caplan	Director
*TERESA CLARKE Teresa Clarke	Director
* JOHN COLDMAN John Coldman	Director
* RICHARD HARRIES Richard Harries	Director
 David Johnson	Director
*CHRIS.MISKEL Chris Miskel	Director
* RALPH NICOLETTI Ralph Nicoletti	Director
*NORMAN ROSENTHAL Norman Rosenthal	Director

*By: /S/ WALTER D. BAY

Walter D. Bay, Attorney-in-Fact

Schedule II
Arthur J. Gallagher & Co.
Valuation and Qualifying Accounts

	Balance at Beginning of Year	Amounts Recorded in Earnings	Adjustments		Balance at End of Year
		(In millions)			
Year ended December 31, 2025					
Allowance for credit losses on trade receivables and accounts receivables	$ 22	$ 15	$ 12	(1)	$ 49
Allowance for estimated policy cancellations	13	6	4	(2)	23
Valuation allowance for deferred tax assets	177	87	—		264
Accumulated amortization of expiration lists, non-compete agreements and trade names	4,472	916	181	(3)	5,569
Year ended December 31, 2024					
Allowance for credit losses on trade receivables and accounts receivables	$ 23	$ 12	$ (13)	(1)	$ 22
Allowance for estimated policy cancellations	10	3	—	(2)	13
Valuation allowance for deferred tax assets	196	(19)	—		177
Accumulated amortization of expiration lists, non-compete agreements and trade names	3,874	665	(67)	(3)	4,472
Year ended December 31, 2023					
Allowance for credit losses on trade receivables and accounts receivables	$ 11	$ 26	$ (14)	(1)	$ 23
Allowance for estimated policy cancellations	9	—	1	(2)	10
Valuation allowance for deferred tax assets	135	61	—		196
Accumulated amortization of expiration lists, non-compete agreements and trade names	3,300	532	42	(3)	3,874

(1) Net activity of receivable write offs and recoveries and allowances from acquired businesses.
(2) Net activity to allowance related to acquired businesses.
(3) Elimination of fully amortized expiration lists, non-compete agreements and trade names, intangible asset/amortization reclassifications and disposal of acquired businesses.

Exhibit 21.1

Subsidiaries of Arthur J. Gallagher & Co.

The following is a list of all of the majority-owned and consolidated subsidiaries of Arthur J. Gallagher & Co. as of January 31, 2026.

Company Name	Domicile
2950 Land Company Manager, LLC	United States
2950 Land Company, LLC	United States
A.C.N. 003 030 180 Pty Ltd	Australia
A.C.N. 082 459 372 Pty Ltd	Australia
Accretive Asset Protection Insurance Solutions, LLC	United States
Accretive Enrollment Services, LLC	United States
Accretive General Agency, LLC	United States
Accretive Global Insurance Services, LLC	United States
Accretive Global Risk Advisors, LLC	United States
Accretive Healthcare Solutions, LLC	United States
Accretive Individual Choice Insurance Solutions, LLC	United States
Accretive Insurance Solutions, Inc.	United States
Accretive Specialty Insurance Solutions, LLC	United States
Accretive Wholesale Insurance Services, LLC	United States
Acorn Topco Limited	Guernsey
Adams & Porter Sociedade De Corretagem De Seguros Ltda.	Brazil
AJG (EMEA) Limited	United Kingdom
AJG Acquisition Finance Limited	United Kingdom
AJG Cash Holdings Limited	United Kingdom
AJG Cash Management LLC	United States
AJG Coal, LLC	United States
AJG Financial Services, LLC	United States
AJG Holding (Chile) SpA	Chile
AJG Meadows, LLC	United States
AJG North America ULC	Canada
AJGRMS Of Louisiana, LLC	United States
Alesco Risk Management Services Limited	United Kingdom
Alize Ltd.	Bermuda
Allied Claims Administration, Inc.	United States
Allied Risk Holdings Limited	Ireland
American Freedom Carriers, Inc.	United States
American Risk Services, LLC	United States
Anchorman Insurance Consultants Limited	United Kingdom
Another Day Investigations Limited	United Kingdom

Another Day Limited	United Kingdom
AP Benefit Advisors, LLC	United States

AP Design Professionals Insurance Services LLC	United States
Artex Advisory & Analytics Ltd.	Bermuda
Artex Axcell (Guernsey) PCC Limited	Guernsey
Artex Axcell PCC (Vermont), Inc.	United States
Artex Axcell PIC Ltd.	Bermuda
Artex Axcell Re (Bermuda) Ltd.	Bermuda
Artex Axcell SEG Ltd.	Bermuda
Artex Axcell SPC (Cayman) Limited	Cayman Islands
Artex Corporate Services (Bermuda) Ltd.	Bermuda
Artex Corporate Services (Cayman) Ltd.	Cayman Islands
Artex Corporate Services (Gibraltar) Limited	Gibraltar
Artex Corporate Services (Malta) Limited	Malta
Artex Fund Services Ltd.	Bermuda
Artex Fund Services USA, Inc.	United States
Artex Holdings (Malta) Limited	Malta
Artex ILS Services UK Ltd	United Kingdom
Artex Insurance Brokers (Europe) PCC Limited	Malta
Artex Insurance (Tennessee) PCCIC, Inc.	United States
Artex Insurance ICC Limited	Guernsey
Artex Insurance Management (Bermuda) Ltd.	Bermuda
Artex Insurance Management (Cayman) Ltd.	Cayman Islands
Artex Insurance Management (Ireland) Limited	Ireland
Artex Risk Solutions (Bermuda) Ltd.	Bermuda
Artex Risk Solutions (Cayman) Limited	Cayman Islands
Artex Risk Solutions (Gibraltar) Limited	Gibraltar
Artex Risk Solutions (Guernsey) Limited	Guernsey
Artex Risk Solutions (International) Limited	Guernsey
Artex Risk Solutions (Ireland) Limited	Ireland
Artex Risk Solutions (Malta) Limited	Malta
Artex Risk Solutions (Singapore) Pte. Ltd.	Singapore
Artex Risk Solutions (UK Advisory) Limited	United Kingdom
Artex Risk Solutions (UK) Ltd	United Kingdom
Artex Risk Solutions Limited	United Arab Emirates
Artex Risk Solutions, Inc.	United States
Artex Risk Solutions, Inc.	Anguilla
Artex Services (Private) Limited	Sri Lanka
Arthur J Gallagher (Norway) Holdings AS	Norway
Arthur J Gallagher Brim AB	Sweden
Arthur J Gallagher Nordic AB	Sweden
Arthur J. Gallagher Panamá Corredores de Reaseguros SA	Panama

Arthur J Gallagher Proinova AB	Sweden
Arthur J Gallagher Proinova Agency AB	Sweden
Arthur J. Gallagher & Co (AUS) Limited	Australia

Arthur J. Gallagher & Co (NZ) Limited	New Zealand
Arthur J. Gallagher & Co. (Bermuda) Limited	Bermuda
Arthur J. Gallagher (Bermuda) Holding Partnership	Bermuda
Arthur J. Gallagher (Illinois), LLC	United States
Arthur J. Gallagher (Liechtenstein) AG	Liechtenstein
Arthur J. Gallagher (Life Solutions) Pty Ltd	Australia
Arthur J. Gallagher (Schweiz) AG	Switzerland
Arthur J. Gallagher (Singapore) Pte. Ltd.	Singapore
Arthur J. Gallagher (UK) Limited	United Kingdom
Arthur J. Gallagher Asesoria S.A.C.	Peru
Arthur J. Gallagher Australasia Holdings Pty Ltd	Australia
Arthur J. Gallagher Broking (NZ) Limited	New Zealand
Arthur J. Gallagher Canada Limited	Canada
Arthur J. Gallagher Chile Corredores de Reaseguros SpA	Chile
Arthur J. Gallagher Corredores de Seguros S.A.	Colombia
Arthur J. Gallagher Corredores de Seguros SpA.	Chile
Arthur J. Gallagher Financial Services Professionals Risk Purchasing Group, LLC	United States
Arthur J. Gallagher Holdings (Ireland) Limited	Ireland
Arthur J. Gallagher Holdings (UK) Limited	United Kingdom
Arthur J. Gallagher Insurance Brokers (Ireland) Limited	Ireland
Arthur J. Gallagher Insurance Brokers Limited	United Kingdom
Arthur J. Gallagher Latin America, LLC	United States
Arthur J. Gallagher Peru Corredores de Reaseguros S.A.	Peru
Arthur J. Gallagher Peru Corredores de Seguros S.A.	Peru
Arthur J. Gallagher Re Colombia Ltda. Corredores de Reaseguros S.A.	Colombia
Arthur J. Gallagher Real Estate Risk Purchasing Group, LLC	United States
Arthur J. Gallagher Risk Management Services, LLC	United States
Arthur J. Gallagher Service Company, LLC	United States
Arthur J. Gallagher Services (UK) Limited	United Kingdom
Assured NL Insurance Services, Inc.	United States
AssuredPartners Aerospace, LLC	United States
AssuredPartners Air, LLC	United States
AssuredPartners Annuity & Life Insurance Services, LLC	United States
AssuredPartners AP Ireland Limited	Ireland
AssuredPartners Capital, Inc.	United States
AssuredPartners Financial Services, LLC	United States
AssuredPartners Great Plains, LLC	United States
AssuredPartners Gulf Coast Insurance Agency, LLC	United States
AssuredPartners International Limited	United Kingdom
AssuredPartners Investment Advisors, LLC	United States

AssuredPartners Jamison LLC	United States
AssuredPartners London Limited	United Kingdom
AssuredPartners New England, Inc.	United States
AssuredPartners NL, LLC	United States
AssuredPartners Northeast, LLC	United States
AssuredPartners of Alabama, LLC	United States
AssuredPartners of Arizona, LLC	United States
AssuredPartners of California Insurance Services, LLC	United States
AssuredPartners of Colorado, LLC	United States
AssuredPartners of Florida, LLC	United States
AssuredPartners of Georgia, LLC	United States
AssuredPartners of Houston, LLC	United States
AssuredPartners of Illinois, LLC	United States
AssuredPartners of Indiana LLC	United States
AssuredPartners of Kansas, LLC	United States
AssuredPartners of Maryland, LLC	United States
AssuredPartners of Michigan, LLC	United States
AssuredPartners of Minnesota L.L.C.	United States
AssuredPartners of Mississippi, LLC	United States
AssuredPartners of Missouri, LLC	United States
AssuredPartners of Nevada, LLC	United States
AssuredPartners of New Jersey, LLC	United States
AssuredPartners of North Carolina, LLC	United States
AssuredPartners of Ohio, LLC	United States
AssuredPartners of Oregon, LLC	United States
AssuredPartners of Pennsylvania, LLC	United States
AssuredPartners of South Carolina, LLC	United States
AssuredPartners of Tennessee, LLC	United States
AssuredPartners of Texas, LLC	United States
AssuredPartners of Virginia, LLC	United States
AssuredPartners of Washington, LLC	United States
AssuredPartners of West Virginia, LLC	United States
AssuredPartners Regions LTD	United Kingdom
AssuredPartners Specialty Insurance Brokers, LLC	United States
AssuredPartners SRL	Belgium
AssuredPartners, Inc.	United States
AT Squared Holdings Limited	United Kingdom
Avantek Pty Ltd	Australia
Axe Insurance PCC Limited	Guernsey
Barnes Commercial Limited	United Kingdom

BCHR UK Holdings Ltd	United Kingdom
Beacon Financial Acquisition Corporation	United States
Bellisle Pty. Ltd.	Australia

Benefit Technology Resources, LLC	United States
Bircroft Group Limited	United Kingdom
Bircroft Insurance Services Limited	United Kingdom
Blueleaf Consulting Pty Limited	Australia
BMM (P&T) Ltd	United Kingdom
Bollinger Insurance Services, Inc.	United States
Bollinger, Inc.	United States
Bollington Insurance Brokers Limited	United Kingdom
Bollington Wilson Group Limited	United Kingdom
Bollington Wilson Limited	United Kingdom
Bonus Drive Canada Limited	Canada
Boon Administrative Services, Inc.	United States
Boon Investment Group, Inc.	United States
Borland Insurance Limited	United Kingdom
Breckenridge Insurance Services, LLC	United States
Bremer Insurance Agencies, Inc.	United States
Buck Capability Centre Private Limited	India
Buck Global Nederland B.V.	Netherlands
Buck Global, LLC	United States
Caburn Hope Limited	United Kingdom
Cadence Insurance, Inc.	United States
Camco One Limited	United Kingdom
Carvalho & Motta Corretora de Seguros Ltda.	Brazil
CGM Gallagher Insurance Brokers (Trinidad & Tobago) Limited	Trinidad and Tobago
Chamber Insurance Agency Services, LLC	United States
Charity First Insurance Services, Inc.	United States
Chase Assessoria Empresarial Ltda.	Brazil
CIA Insurance Services Limited	United Kingdom
Cintran Claims Canada Limited	Canada
City Financial Marketing Group Limited	Ireland
CKH Limited	United Kingdom
CLA (Risk Solutions) Limited	United Kingdom
Claims Settlement Agencies Limited	United Kingdom
Clements Europe Limited	United Kingdom
Clements Insurance Services Limited	Ireland
Club Insure Limited	United Kingdom
College and University Scholastic Excess Risk Purchasing Group, LLC	United States
Complete Financial Balance Pty Ltd	Australia
Concert Consulting UK Limited	United Kingdom
Copper Mountain Assurance, Inc.	United States

Corporate Services Network Pty Ltd

Australia

Countrywide Accident Assistance Limited	United Kingdom
Dawson & Keenan Insurance Ltd	Canada
Devitt Insurance Services Limited	United Kingdom
Dinâmica Administração e Corretagem de Seguros Ltda.	Brazil
Dolphin Midco, Inc.	United States
Dolphin TopCo, Inc.	United States
Doyle Insurance Brokers (Wexford) Limited	Ireland
Education Protect Limited	United Kingdom
Education Protect Northern Ireland Limited	United Kingdom
Education Protect Scotland Limited	United Kingdom
Educational Excess Purchasing Group, Inc., NFP	United States
Effectus Consulting Pty Ltd	Australia
Elantis Premium Funding (NZ) Limited	New Zealand
Elantis Premium Funding Limited	Australia
Encore Insurance Services Inc.	Canada
Environmental & Risk Management Services Philippines Inc.	Philippines
Erimus Group Limited	United Kingdom
Erimus Holdings Teesside Limited	United Kingdom
Evergreen/UNI LLC	United States
Evolin Broking Limited	United Kingdom
Evolin Holdings Limited	United Kingdom
F Wilson (Insurance Brokers) Limited	United Kingdom
F1rst Actuarial LLP	United Kingdom
F1rst Actuarial Limited	United Kingdom
FE Protect Ltd	United Kingdom
Finergy Solutions Pty Ltd	Australia
Finib Oy	Finland
First Benefit Administrators, Inc.	United States
First Ireland Risk Management Limited	Ireland
First Premium, Inc.	United States
Fortify Marine Limited	United Kingdom
Fortress Financial Solutions Pty Ltd	Australia
Fortress Insurance LLC	United States
Fraser MacAndrew Ryan Limited	New Zealand
Fred C. Church, Inc.	United States
Freeboard Maritime Limited	United Kingdom
Friary Intermediate Limited	United Kingdom
Frontier Financial Services Limited	Bermuda
Gallagher (Administration & Investment) Limited	United Kingdom
Gallagher (Bermuda) Insurance Solutions Ltd.	Bermuda

Gallagher (Malta) Limited	Malta
Gallagher (Shanghai) Insurance Brokers Co. Ltd 上海安睿嘉尔保险经纪有限公司	China

Gallagher Actuarial Consultants Limited	United Kingdom
Gallagher Affinity Insurance Services, Inc.	United States
Gallagher Argentina Corredores de Reaseguros S.A.	Argentina
Gallagher Bassett Canada Inc.	Canada
Gallagher Bassett Insurance Services Limited	United Kingdom
Gallagher Bassett International Ltd.	United Kingdom
Gallagher Bassett NZ Limited	New Zealand
Gallagher Bassett Services Pty Ltd	Australia
Gallagher Bassett Services Workers Compensation Victoria Pty Ltd	Australia
Gallagher Bassett Services, Inc.	United States
Gallagher Bassett Technical Services, LLC	United States
Gallagher Benefit Services (Canada) Group Inc.	Canada
Gallagher Benefit Services (Holdings) Limited	United Kingdom
Gallagher Benefit Services Management Company Limited	United Kingdom
Gallagher Benefit Services NZ Limited	New Zealand
Gallagher Benefit Services Pty Ltd	Australia
Gallagher Benefit Services, Inc.	United States
Gallagher Benefits Consulting Limited	United Kingdom
Gallagher Benefits Pty Ltd	Australia
Gallagher Brasil Corretora De Resseguros Ltda.	Brazil
Gallagher Brasil Corretora de Seguros Ltda.	Brazil
Gallagher Brasil Holdings Ltda.	Brazil
Gallagher Canada Acquisition Corporation	Canada
Gallagher Caribbean Group Limited	Saint Lucia
Gallagher Center of Excellence Latam SAS	Colombia
Gallagher Center of Excellence Philippines Inc.	Philippines
Gallagher Clean Energy, LLC	United States
Gallagher Colombia (UK) Holdings Limited	United Kingdom
Gallagher Colombia (UK) Limited	United Kingdom
Gallagher Communication Limited	United Kingdom
Gallagher Consultants (Healthcare) Limited	United Kingdom
Gallagher Consulting Ltda	Colombia
Gallagher Corporate Services, LLC	United States
Gallagher Energy Risk Services Inc.	Canada
Gallagher European Holdings Limited	United Kingdom
Gallagher Fiduciary Advisors, LLC	United States
Gallagher Global Acquisition Finance Ltd	Bermuda
Gallagher Global Cash Holdings Ltd	Bermuda
Gallagher Global Cash Management Limited	United Kingdom
Gallagher GmbH	Germany

Gallagher Holdings & Management (EMEA) Ltd	United Kingdom

Gallagher Holdings (UK) Limited	United Kingdom
Gallagher Insurance Bermuda Ltd.	Bermuda
Gallagher Insurance Brokers (Barbados) Limited	Barbados
Gallagher Insurance Brokers (Beijing) Limited 安睿嘉尔保险经纪（北京）有限公司	China
Gallagher Insurance Brokers (Cayman) Limited	Cayman Islands
Gallagher Insurance Brokers (Hong Kong) Limited 安睿嘉爾保險經紀(香港)有限公司	Hong Kong
Gallagher Insurance Brokers (Philippines), Inc.	Philippines
Gallagher Insurance Brokers (St. Kitts & Nevis) Limited	Saint Kitts and Nevis
Gallagher Insurance Brokers (St. Lucia) Limited	Saint Lucia
Gallagher Insurance Brokers (St. Vincent) Limited	Saint Vincent & the Grenadines
Gallagher Insurance Brokers (Taiwan) Limited	Taiwan
Gallagher Insurance Brokers (Trinidad & Tobago) Limited	Trinidad and Tobago
Gallagher Insurance Brokers Jamaica Limited	Jamaica
Gallagher Insurance Brokers Private Limited	India
Gallagher Interbrok Corretora de Seguros Ltda.	Brazil
Gallagher International Cash Management SRL	Barbados
Gallagher International Finance Limited	Ireland
Gallagher International Holdings (US) Inc.	United States
Gallagher Investment Advisors, LLC	United States
Gallagher IP Solutions LLC	United States
Gallagher Korea Insurance Brokers Limited	Korea (the Republic of)
Gallagher Management Consulting Taiwan Ltd.	Taiwan
Gallagher Mississippi Brokerage, LLC	United States
Gallagher Norway AS	Norway
Gallagher Re (Nordic) AS	Norway
Gallagher Re (Pty) Limited	South Africa
Gallagher Re A.S.	Czech Republic
Gallagher Re Bermuda Limited	Bermuda
Gallagher Re Canada Inc.	Canada
Gallagher Re GmbH	Germany
Gallagher Re Inc.	United States
Gallagher Re Insurance Program Solutions, LLC	United States
Gallagher Re Italia S.p.A.	Italy
Gallagher Re Japan K.K.	Japan
Gallagher Re Labuan Limited	Malaysia
Gallagher Re Latin America Corretora de Resseguros Ltda.	Brazil
Gallagher Re Ltd, DIFC	United Arab Emirates
Gallagher Re S.A.S.	France
Gallagher Reinsurance Australia (2) Pty Limited	Australia

Gallagher Reinsurance Australia Limited	Australia
Gallagher Reinsurance Brokers Bermuda Limited	Bermuda
Gallagher Reinsurance Brokers Miami, LLC	United States
Gallagher Risk & Reward Limited	United Kingdom
Gallagher Risk Group LLC	United States
Gallagher Risk Placements Pty Ltd	Australia
Gallagher Securities Europe SAS	France
Gallagher Securities UK Limited	United Kingdom
Gallagher Securities, Inc.	United States
Gallagher Service Center LLP	India
Gallagher Sigorta Ve Reasurans Brokerligi Anonim Sirketi	Turkey
Gallagher Steel Courier Risk Purchasing Group, Inc.	United States
Gallagher US LLC	United States
Gallagher Voluntary Benefits, LLC	United States
Gallagher WIM Corretora De Seguros Ltda.	Brazil
Gallagher's Excellence Center for Agencies Limitada	Colombia
Gallivan Murphy Insurance Brokers Limited	Ireland
Gault Armstrong SARL	New Caledonia
GBCare Texas HCN, LLC	United States
GBCare, LLC	United States
Gbs (Australia) Holdings Pty Ltd	Australia
GBS Administrators, Inc.	United States
GBS Insurance and Financial Services, Inc.	United States
GBS Retirement Services, Inc.	United States
GBS Specialty Markets, LLC	United States
GCAB Corretora de Seguros Ltda.	Brazil
Gesto Saúde Sistemas Informatizados, Consultoria Médica e Corretora de Seguros Ltda.	Brazil
GGB Finance 6 Limited	United Kingdom
GGB Finance 7 Limited	United Kingdom
GGB Finance Holding Ltd	Bermuda
GM Insurance Brokers Limited	United Kingdom
Goggins Insurance Brokers Limited	Ireland
Harman Kemp Limited	United Kingdom
Health and Welfare Benefit Systems, Inc.	United States
Healthcare Professionals Purchasing Group, LLC	United States
Heath Lambert Limited	United Kingdom
Hexagon Insurance PCC Limited	Guernsey
HMG - PCMS Limited	United Kingdom
HonestRx Consulting, LLC	United States

Horseshoe Re Limited	Bermuda
Howell & Ryan Limited	Ireland

iBenefit Communication Investments, Inc.	United States
iBenefit Communication, LLC	United States
IBS Reinsurance Brokers Singapore Pte. Ltd.	Singapore
iBTR MidCo, LLC	United States
InEvexco Ltd	United Kingdom
Innovu Bidco Limited	United Kingdom
Innovu Group Holding Company Limited	Ireland
Innovu Operations Limited	Ireland
Insential, Inc.	United States
Insurance Plus Risk Purchasing Group, LLC	United States
International Surveyors and Adjusters (Benelux) B.V	Netherlands
I-Protect Underwriting Pty Limited	Australia
isure Pty Ltd	Australia
ITech Care - Assessoria Empresarial e em Tecnologia S.A.	Brazil
Jester Insurance Services, Inc.	United States
Joseph Dalton Holdings Inc.	Canada
K&A Administrators, Inc.	United States
Keaney Insurance Brokers Limited	Ireland
Keenan & Associates	United States
Köberich Financial Lines GmbH & Co. KG	Germany
Köberich Verwaltungsgesellschaft mbH	Germany
Lifesure Group Limited	United Kingdom
Lifesure Limited	United Kingdom
LRM Wealth Management Pty Ltd	Australia
Lucantha Marine Insurance, LLC	United States
MA Underwriting Pty Ltd	Australia
Manchester Underwriting Agencies Limited	United Kingdom
Manchester Underwriting Management Limited	United Kingdom
Matt Jensen Insurance Brokers Limited	New Zealand
McKeever and O'Callaghan Insurances Limited	Ireland
MCMM Services Limited	United Kingdom
Mecacem Insurance SPC, Ltd.	Cayman Islands
Meritage Insurance Group, Inc.	United States
Mike Henry Insurance Brokers Limited	New Zealand
Mike Henry Insurance Funding Limited	New Zealand
Milne Alexander Pty Ltd	Australia
Momentus Canada Inc.	Canada
Monument Insurance (NZ) Limited	New Zealand
Monument Premium Funding Limited	New Zealand
MPM Finco Pty Ltd	Australia

MUM European Holdings Limited	Malta
Murray Insurance Associates, Inc.	United States
Mutual Brokers Pty. Limited	Australia

My Market Place Pty Ltd	Australia
My Plan Manager Group Pty Ltd	Australia
My Plan Manager.com.au Holdings Pty Ltd	Australia
My Plan Manager.com.au Pty Ltd	Australia
National Disability Support Partners Pty Limited	Australia
National Insurance Services of Wisconsin, Inc.	United States
Nonprofit Insurance Risk Purchasing Group, LLC	United States
OAMPS Ltd.	Australia
O'Callaghan Insurances Limited	Ireland
Offshore Market Placement Limited	New Zealand
Oval EBT Trustees Limited	United Kingdom
Oval Insurance Broking Limited	United Kingdom
Oval Limited	United Kingdom
P.E. Kelly Insurances Limited	Ireland
Pastel Holding (NZ) Company Limited	New Zealand
Pastel Holdings Pty Limited	Australia
Pastel Purchaser (NZ) Limited	New Zealand
Pastel Purchaser Pty Limited	Australia
PEN Insurance Management Advisors, Ltd.	Bermuda
Pen Underwriting Europe AS	Norway
Pen Underwriting Ireland Limited	Ireland
Pen Underwriting Limited	United Kingdom
Pen Underwriting Pty Ltd	Australia
Professional Agents Risk Purchasing Group, Inc.	United States
Property Insurance Initiatives Limited	United Kingdom
PSP Insurance & Financial Solutions Limited	United Kingdom
Public and Non-Profit Excess Risk RPG (PANPER) LLC	United States
Quillco 226 Limited	United Kingdom
R.A. Rossborough (Guernsey) Limited	Guernsey
R.A. Rossborough (Insurance Brokers) Limited	Jersey
Real Estate Services Council Risk Purchasing Group, LLC	United States
Redington Limited	United Kingdom
Rentguard Limited	United Kingdom
Resilea Proprietary Limited	South Africa
RGA Underwriting Limited	United Kingdom
RIBA Insurance Agency Limited	United Kingdom
RIL Administrators (Guernsey) Limited	Guernsey
Risk International Captive Managers, Inc.	Saint Kitts and Nevis
Risk Management Partners Ltd.	United Kingdom
Risk Placement Services, Inc.	United States

Risk Program Administrators LLC	United States
Risk Solution Partners, LLC	United States
Risk-Albert Holdco LLC	United States

Romero Insurance Brokers Limited	United Kingdom
Rossborough Healthcare International Limited	Guernsey
Rossborough Insurance (IOM) Limited	Isle of Man
Saginaw Underwriters, Inc.	United States
Scholastic First Risk Purchasing Group, LLC	United States
Scott Heaman Holdings Inc.	Canada
Sentient Group Limited	United Kingdom
Sentinel Indemnity, LLC	United States
Simply-Communicate Limited	United Kingdom
Smeri AB	Sweden
SRB Management Pty Limited	Australia
Srila Systems (Private) Limited	Sri Lanka
Stackhouse Poland Holdings Ltd	United Kingdom
Stackhouse Poland Limited	United Kingdom
Star Newco Limited	United Kingdom
Stormclose Limited	United Kingdom
Strata Solicitors Ltd	United Kingdom
Super Advice Corporate Services Pty Ltd	Australia
Sydney Reinsurance Brokers Holdings Pty Limited	Australia
Synergy Professional Associates, Inc.	United States
Tay River Holdings Ltd	United Kingdom
Teesside Insurance Consultants Limited	United Kingdom
THB Chile Servicios Administrativos SpA	Chile
The Boon Group, Inc.	United States
The Boon Insurance Agency, Inc.	United States
The EHE Group, LLC	United States
The Wright Agency Limited	United Kingdom
Tompkins Insurance Agencies, Inc.	United States
Tompkins Risk Solutions, Inc.	United States
Total Benefit Specialists Limited	Trinidad and Tobago
Towerhill Insurance Underwriters Inc.	Canada
TPB Insurance Group, Inc.	United States
Trafalgar Marine Trades Limited	United Kingdom
Travel Agents Risk Purchasing Group, Inc.	United States
Uni-Care, Inc.	United States
Vessel Protect Limited	United Kingdom
VIA Financial Group Pty Ltd	Australia
W K Webster & Co Ltd	United Kingdom
W K Webster (Overseas) Ltd	United Kingdom
W.K. Webster (International) Pte. Ltd.	Singapore

Wexford Financial Services Limited	Ireland
Wexford Insurances Group Limited	Ireland
WHTC Ltd	United Kingdom

William Cullen And Sons Limited	Ireland
WKW Services Ltd	United Kingdom
WKWI Services Pte. Ltd.	Singapore
Woodruff-Sawyer & Co.	United States
Woodruff-Sawyer Colorado LLC	United States
Woodruff-Sawyer Oregon, Inc.	United States
WorldSmart Association, Inc.	United States
WSC Commercial Auto Liability Purchasing Group LLC	United States
WSC Massachusetts, LLC	United States
WSC Socal 1, LLC	United States
Zettai Pty Ltd	Australia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements, as listed below, of our reports dated February 17, 2026, with respect the consolidated financial statements and related financial statement schedule of Arthur J. Gallagher & Co., and the effectiveness of internal control over financial reporting of Arthur J. Gallagher & Co., included in this Annual Report (Form 10-K) of Arthur J. Gallagher & Co. for the year ended December 31, 2025.

Form	Registration Statement No.	Description
Form S-8	333-87320 and 333-106535	Arthur J. Gallagher & Co. 1988 Nonqualified Stock Option Plan and Arthur J. Gallagher & Co. Non-Employee Directors' Stock Option Plan
Form S-8	333-106539	Arthur J. Gallagher & Co. Restricted Stock Plan
Form S-8	333-174497	Arthur J. Gallagher & Co. 2011 Long-Term Incentive Plan
Form S-8	333-197898	Arthur J. Gallagher & Co. 2014 Long-Term Incentive Plan, Arthur J. Gallagher & Co. Deferred Equity Participation Plan, Arthur J. Gallagher & Co. Deferred Cash Participation Plan and Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan
Form S-8	333-204976	Arthur J. Gallagher & Co. Employee Stock Purchase Plan
Form S-8	333-221274	Arthur J. Gallagher & Co. 2017 Long-Term Incentive Plan, Arthur J. Gallagher & Co. Deferred Equity Participation Plan, Arthur J. Gallagher & Co. Deferred Cash Participation Plan and Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan
Form S-8	333-252830	Arthur J. Gallagher & Co. Employees' 401(k) Savings and Thrift Plan
Form S-8	333-258331	Arthur J. Gallagher & Co. UK Employee Share Incentive Plan
Form S-3	333-277002	Debt Securities, Guarantees, Common Stock, Preferred Stock, Warrants, Depositary Shares, Purchase Contracts, and Units
Form S-4	333-203203, 333-214617 and 333-268400	Shares of Common Stock
Form S-8	333-262899	Arthur J. Gallagher & Co. Employees' 401(k) Savings and Thrift Plan and Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan
Form S-8	333-268401	Arthur J. Gallagher & Co. 2022 Long-Term Incentive Plan
Form S-8	333-273703	Arthur J. Gallagher & Co. Deferred Equity Participation Plan, Arthur J. Gallagher & Co. Deferred Cash Participation Plan and Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan
Form S-3	333-283677	Shares of Common Stock
Form S-8	333-285019	Arthur J. Gallagher & Co. Employees' 401(k) Savings and Thrift Plan, Arthur J. Gallagher & Co. Supplemental Savings and Thrift Plan, and Stand Alone Restricted Stock Unit Inducement Awards

/s/ Ernst & Young LLP

Ernst & Young LLP

Chicago, Illinois
February 17, 2026

Exhibit 24.1

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of the undersigned being a director of Arthur J. Gallagher & Co., a Delaware corporation (the "Company"), does hereby constitute and appoint WALTER D. BAY and DOUGLAS K. HOWELL, with full power to each of them to act alone, as the true and lawful attorneys and agents of the undersigned, with full power of substitution and resubstitution to each of said attorneys, to execute, file and deliver any and all instruments and to do any and all acts and things which said attorneys and agents, or any of them, deem advisable to enable the Company to comply with the Securities Exchange Act of 1934, as amended, and any requirements of the Securities and Exchange Commission in respect thereto, relating to the annual report on Form 10-K for the year ended December 31, 2025, including specifically, but without limitation of the general authority hereby granted, the power and authority to sign his or her name in the name and on behalf of the Company or as a director of the Company, as indicated below opposite his or her signature, to the annual report on Form 10-K for the year ended December 31, 2025 or any amendment or papers supplemental thereto; and each of the undersigned does hereby fully ratify and confirm all that said attorneys and agents or any of them, or the substitute of any of them, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have subscribed these presents this 17th day of February, 2026.

Signature	Title
/s/ SHERRY BARRAT Sherry Barrat	Director
/s/ DEBORAH CAPLAN Deborah Caplan	Director
/s/ TERESA CLARKE Teresa Clarke	Director
/s/ JOHN COLDMAN John Coldman	Director
/s/ RICHARD HARRIES Richard Harries	Director
/s/ CHRIS MISKEL Chris Miskel	Director
David Johnson	Director
/s/ RALPH NICOLETTI Ralph Nicoletti	Director
/s/ NORMAN ROSENTHAL Norman Rosenthal	Director

Exhibit 31.1

Rule 13a-14(a) Certification of Chief Executive Officer

Certification
I, J. Patrick Gallagher, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of Arthur J. Gallagher & Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a.) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b.) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c.) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d.) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a.) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b.) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 17, 2026

/s/ J. Patrick Gallagher, Jr.

J. Patrick Gallagher, Jr.
Chairman and Chief Executive Officer
(principal executive officer)

Exhibit 31.2

Rule 13a-14(a) Certification of Chief Financial Officer

Certification

I, Douglas K. Howell, certify that:

1. I have reviewed this annual report on Form 10-K of Arthur J. Gallagher & Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a.) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b.) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c.) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d.) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a.) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b.) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 17, 2026

/s/ Douglas K. Howell

Douglas K. Howell
Vice President
Chief Financial Officer
(principal financial officer)

Exhibit 32.1

Section 1350 Certification of Chief Executive Officer

I, J. Patrick Gallagher, Jr., the chief executive officer of Arthur J. Gallagher & Co., certify that (i) the Annual Report on Form 10-K of Arthur J. Gallagher & Co. for the twelve month period ended December 31, 2025 (the "Form 10-K") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Arthur J. Gallagher & Co. and its subsidiaries.

Date: February 17, 2026

/s/ J. Patrick Gallagher, Jr.

J. Patrick Gallagher, Jr.
Chairman and Chief Executive Officer
(principal executive officer)

Exhibit 32.2

Section 1350 Certification of Chief Financial Officer

I, Douglas K. Howell, the chief financial officer of Arthur J. Gallagher & Co., certify that (i) the Annual Report on Form 10-K of Arthur J. Gallagher & Co. for the twelve month period ended December 31, 2025 (the "Form 10-K") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Arthur J. Gallagher & Co. and its subsidiaries.

Date: February 17, 2026

/s/ Douglas K. Howell

Douglas K. Howell
Vice President
Chief Financial Officer
(principal financial officer)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 15 A 11:54

Nassau County
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN -3 P 12:48

Staff Summary A-29-2026

Subject: FAMIS Maintenance/Support	Date: March 30, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Cogsdale Corporation
Department Head Name: Melissa Gallucci	Contract Number: A-29-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Deanna Prendergast, Buyer

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
5/1/2026 SD	CPO	NP 6/2/26	Budget
Ins. 5/1/2026 KW	County Atty. 5/1/26	6/2/26	County Exec.

Material Adverse Information Identified? [Yes __/No _X_] (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a blanket purchase order for the updating of services for the County's FAMIS Database for the Nassau County Department of Information Technology for a Three (3) Year period.

Discussion: This request is for a sole source purchase; Cogsdale Corporation owns the software, copyrighted under Copyright Act of 1976, 17 U.S.C. This is the annual renewal of the FAMIS Maintenance/Support extended maintenance and support contract from 07/01/2026 to 06/30/2029 covering technical support services from Monday through Friday, excluding Federal and documented company holidays, 8:30 A.M. to 5:30 P.M. ET.

This contract has a 3-year term subject to the county's right of early termination as provided in the contract. The contract runs from:

Year 1	July 1, 2026 – June 30, 2027	$342,551.56
Year 2	July 1, 2027 – June 30, 2028	$365,793.68
Year 3	July 1, 2028 – June 30, 2029	$390,612.78
	Total (3 year)	$1,098,958.02

Impact on Funding: The maximum amount authorized under this blanket purchase order shall be One Million Ninety-Eight Thousand Nine Hundred Fifty-Eight Dollars and Two Cents. ($1,098,958.02) from General Fund (ITGEN-1100)

Recommendation: Department of Shared Services, Office of Purchasing, recommends awarding a blanket purchase order to Cogsdale Corporation as the sole source for this provider.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-29-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: MARCH 30, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE MILLION NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND TWO CENTS. ($1,098,958.02) ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO COGSDALE CORPORATION FOR A FAMIS MAINTENANCE/SUPPORT CONTRACT RENEWAL

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT, AND COGSDALE CORPORATION

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee, that the proposed award is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Cogsdale Corporation.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Emos Abamwa [EABAMWA@COGSDALE.COM]

Dated: 03/25/2026 03:25:02 pm

Vendor: Cogsdale Corporation

Title: Senior Director, Support Services

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kate Atkinson
   Date of birth: 12/11/1978
   Home address: 7039 Gallagher Road,
   City: North Gower State/Province/ Territory: ON Zip/Postal Code: K0A 2T0
   Country: CA

   Business Address: 1 Antares Drive
   City: Ottawa State/Province/ Territory: ON Zip/Postal Code: K2E 8C4
   Country CA
   Telephone: 8888477747

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Other
Description: Executive Vice President
Start Date: 04/10/2023

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

I own shares of Constellation Software which trades on the TSX under the ticker of CSU.TO. Harris Computer is a wholly owned subsidiary of Constellation, and Cogsdale is a wholly owned subsidiary of Harris Computer.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kate Atkinson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kate Atkinson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cogsdale Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kate Atkinson KATKINSON@COGSDALE.COM

Executive Vice President, EVP

Title

03/27/2026 12:49:16 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/25/2026

1) Proposer's Legal Name: Cogsdale Corporation

2) Address of Place of Business: 1 Antares Drive, Suite 400

City: Ottawa State/Province/ Territory: ON Zip/Postal Code: K2E 8C4

Country: CA

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 980363498

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Owned and controlled by N. Harris Computer Systems, which is a subsidiary of Constellation Software, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We ensure that every employee has read and signed our code of conduct policy, and our employee handbook/conflict of interest policy

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
01/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Cogsdale is a corporation and is a subsidiary of N.Harris Computer Systems, therefore Cogsdale does not have a person with a financial interest in the company

iii) Name, address and position of all officers and directors of the company. If none, explain.
Kate Atkinson, Executive Vice President, 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada

iv) State of incorporation (if applicable);

v) The number of employees in the firm;
72

vi) Annual revenue of firm;
11623000000

vii) Summary of relevant accomplishments
We have been in business for more than 25 years with multiple customers who are satisfied.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
29

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
29 years of business experience

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Mississipi Department of Transportation		
Contact Person	Michael McCusker		
Address	401 N West St, Jackson		
City	MS	State/Province/Territory	MS
Country	US		
Telephone	(601) 359-1775		
Fax #			
E-Mail Address	mmccusker@mdot.ms.gov		

Company	City of Philadelphia
Contact Person	Randy Boucher
Address	1401 John F. Kennedy Blvd.

City	Philadelphia	State/Province/Territory	PA
Country	US		
Telephone	(215) 686-6280		
Fax #			
E-Mail Address	Randy.Boucher@Phila.Gov		

Company	City of Jacksonville		
Contact Person	Thomas Ossi		
Address	214 N. Hogan Street, 9th Floor		
City	Jacksonville	State/Province/Territory	FL
Country	US		
Telephone	(904) 255-8080		
Fax #			
E-Mail Address	TOssi@coj.net		

I, Emos Abamwa , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Emos Abamwa , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Cogsdale Corporation

Electronically signed and certified at the date and time indicated by:
Emos Abamwa EABAMWA@COGSDALE.COM

Senior Director, Support Services
Title

04/24/2026 05:49:10 pm
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cogsdale Corporation

Address: 1 Antares Drive

City: Ottawa State/Province/Territory: ON Zip/Postal Code: K2E 8C4

Country: CA

2. Entity's Vendor Identification Number: 98-0363498

3. Type of Business: Other (specify) Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Kate
Last Name Atkinson
MI Suffix
Address 1 Antares Drive, Suite 400
City Ottawa State/Province/ Territory: ON Zip/Postal Code: K2E 8C4
Country CA
Position EVP

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See attached

1 File(s) uploaded: 10K Annual Report 2025.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the

performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

The organization is not listed as a lobbyist

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Emos Abamwa [EABAMWA@COGSDALE.COM]

Dated: 04/24/2026 05:54:37 pm

Title: Senior Director, Support Services

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COGSDALE

Nassau County

Nassau County Office of Purchasing

1 West Street
Mineola, NY 11501

To Whom It May Concern,

This letter confirms that Kate Atkinson, Executive Vice President of Cogsdale, is authorized to act as the sole signatory on the Business History Disclosure form submitted through the Nassau County Vendor Portal.

Please contact me if you require any additional information.

Sincerely,

Leah McCallum
Group Leader
Cogsdale

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2025
or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number	Name of Registrant; State or Other Jurisdiction of Incorporation; Address of Principal Executive Offices; and Telephone Number	IRS Employer Identification Number
001-41137	CONSTELLATION ENERGY CORPORATION (a Pennsylvania corporation) 1310 Point Street Baltimore, Maryland 21231-3380 (833) 883-0162	87-1210716
333-85496	CONSTELLATION ENERGY GENERATION, LLC (a Pennsylvania limited liability company) 200 Energy Way Kennett Square, Pennsylvania 19348-2473 (833) 883-0162	23-3064219

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
CONSTELLATION ENERGY CORPORATION:		
Common Stock, without par value	CEG	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Constellation Energy Corporation	Yes ☒	No ☐
Constellation Energy Generation, LLC	Yes ☐	No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Constellation Energy Corporation	Yes ☐	No ☒
Constellation Energy Generation, LLC	Yes ☐	No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Constellation Energy Corporation	Yes ☒	No ☐
Constellation Energy Generation, LLC	Yes ☒	No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Constellation Energy Corporation	Large Accelerated Filer ☒	Accelerated Filer ☐	Non-accelerated Filer ☐	Smaller Reporting Company ☐	Emerging Growth Company ☐
Constellation Energy Generation, LLC	Large Accelerated Filer ☐	Accelerated Filer ☐	Non-accelerated Filer ☒	Smaller Reporting Company ☐	Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The estimated aggregate market value of the voting and non-voting common equity held by nonaffiliates of each registrant as of June 30, 2025 was as follows:

Constellation Energy Corporation	$100,560,269,473
Constellation Energy Generation, LLC	Not applicable

The number of shares outstanding of each registrant's common stock as of February 1, 2026 was as follows:

Constellation Energy Corporation Common Stock, without par value	361,990,335
Constellation Energy Generation, LLC	Not applicable

Documents Incorporated by Reference

Portions of the Registrants' Definitive Proxy Statement relating to the 2026 Annual Meeting of Shareholders are incorporated by reference into Part III of this report. The Registrants expect to file the Definitive Proxy Statement with the Securities and Exchange Commission within 120 days after December 31, 2025.

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GLOSSARY OF TERMS AND ABBREVIATIONS

Constellation Energy Corporation and Related Entities	
CEG Parent	Constellation Energy Corporation
Constellation	Constellation Energy Generation, LLC
Registrants	CEG Parent and Constellation, collectively
Antelope Valley	Antelope Valley Solar Ranch One
Calpine	Calpine Corporation
Calvert Cliffs	Calvert Cliffs nuclear generating station
Continental Wind	Continental Wind LLC
CENG	Constellation Energy Nuclear Group, LLC
CR	Constellation Renewables, LLC
Crane	Crane Clean Energy Center (formerly known as Three Mile Island Unit 1)
CRP	Constellation Renewables Partners, LLC
FitzPatrick	James A. FitzPatrick nuclear generating station
Ginna	R. E. Ginna nuclear generating station
LaSalle	LaSalle nuclear generating station
NER	NewEnergy Receivables LLC
NMP	Nine Mile Point nuclear generating station
RPG	Renewable Power Generation, LLC
STP	South Texas Project nuclear generating station
West Medway II	West Medway Generating Station II

Former Related Entities	
Exelon	Exelon Corporation
ComEd	Commonwealth Edison Company
PECO	PECO Energy Company
BGE	Baltimore Gas and Electric Company

GLOSSARY OF TERMS AND ABBREVIATIONS

Other Terms and Abbreviations

ABO	Accumulated Benefit Obligation
AEP Texas	American Electric Power Texas, Inc.
AESO	Alberta Electric Systems Operator
AI	Artificial Intelligence
AOCI	Accumulated Other Comprehensive Income (Loss)
APBO	Accumulated Postretirement Benefit Obligation
ARC	Asset Retirement Cost
ARO	Asset Retirement Obligation
ASR	Accelerated Share Repurchase
Atomic Energy Act	Atomic Energy Act of 1954, as amended
Bcf	Billion cubic feet
C&I	Commercial and Industrial
CAISO	California ISO
CARFR	Credit-Adjusted, Risk-Free Rates
CBAs	Collective Bargaining Agreements
CCUS	Carbon Capture, Utilization, and Storage
CenterPoint	CenterPoint Energy Houston Electric, LLC
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended
CHIPS and Science Act	CHIPS and Science Act of 2022
Clean Air Act	Clean Air Act of 1963, as amended
Clean Energy Law	Illinois Public Act 102-0062 signed into law on September 15, 2021
Clean Water Act	Federal Water Pollution Control Amendments of 1972, as amended
CMC	Carbon Mitigation Credit
CO2	Carbon Dioxide
CODM	Chief Operating Decision Maker
CORe+	Constellation Offsite Renewables
CWIP	Construction Work In Progress
DOE	United States Department of Energy
DOJ	United States Department of Justice
DPP	Deferred Purchase Price
EEI	Edison Electric Institute
EFEC	Emissions-Free Energy Certificate
EMT	Everett Marine Terminal
EPA	United States Environmental Protection Agency
ERCOT	Electric Reliability Council of Texas
ERISA	Employee Retirement Income Security Act of 1974, as amended
EROA	Expected Rate of Return on Assets
ERM	ERM International Group Limited
ERP	Enterprise Resource Program
EV	Electric Vehicle
Exchange Act	Securities Exchange Act of 1934, as amended
Federal Power Act	Federal Power Act of 1920, as amended

GLOSSARY OF TERMS AND ABBREVIATIONS

Other Terms and Abbreviations

FERC	Federal Energy Regulatory Commission
Former ComEd Units	Braidwood, Byron, Dresden, LaSalle and Quad Cities nuclear generating units
Former PECO Units	Limerick, Peach Bottom, and Salem nuclear generating units
FRCC	Florida Reliability Coordinating Council
GAAP	Generally Accepted Accounting Principles in the United States
GDP	Gross Domestic Product
Geysers Assets	Geothermal power plant assets acquired through Calpine, including steam extraction and gathering assets
GHG	Greenhouse Gas
GW	Gigawatt
GWh	Gigawatt hour
ICC	Illinois Commerce Commission
ICE	Intercontinental Exchange
IPA	Illinois Power Agency
IRA	Inflation Reduction Act of 2022
IRS	Internal Revenue Service
ISO	Independent System Operator
ISO-NE	ISO New England Inc.
ITC	Investment Tax Credit
kWh	Kilowatt-hour
LIBOR	London Interbank Offered Rate
LLRW	Low-Level Radioactive Waste
LTIP	Long-Term Incentive Plan
MDE	Maryland Department of the Environment
MISO	Midcontinent Independent System Operator, Inc.
MMBtu	Million Btu
Moody's	Moody's Investors Service, Inc.
MRV	Market-Related Value
MW	Megawatt
MWh	Megawatt-hour
Mystic COS	Mystic Cost of Service Agreement
N/A	Not applicable
NASDAQ	Nasdaq Stock Market, LLC
NAV	Net Asset Value
NDT	Nuclear Decommissioning Trust
NEIL	Nuclear Electric Insurance Limited
NERC	North American Electric Reliability Corporation
NGX	Natural Gas Exchange, Inc.
NJDEP	New Jersey Department of Environmental Protection
Non-Regulatory Agreement Units	Nuclear generating units or portions thereof whose decommissioning-related activities are not subject to contractual elimination under regulatory accounting
NPDES	National Pollutant Discharge Elimination System
NPNS	Normal Purchase Normal Sale scope exception
NRC	Nuclear Regulatory Commission

GLOSSARY OF TERMS AND ABBREVIATIONS

Other Terms and Abbreviations	
NYISO	New York ISO
NYMEX	New York Mercantile Exchange
NYPSC	New York Public Service Commission
OBBBA	One Big Beautiful Bill Act of 2025
OCI	Other Comprehensive Income (Loss)
OIESO	Ontario Independent Electricity System Operator
OPEB	Other Postretirement Employee Benefits
PAPUC	Pennsylvania Public Utility Commission
PBO	Projected Benefit Obligation
Pension Protection Act (the Act)	Pension Protection Act of 2006
PG&E	Pacific Gas and Electric Company
PJM	PJM Interconnection, LLC
PP&E	Property, Plant, and Equipment
PPA	Power Purchase Agreement
Price-Anderson Act	Price-Anderson Nuclear Industries Indemnity Act of 1957
PRP	Potentially Responsible Parties
PSEG	Public Service Enterprise Group Incorporated
PTC	Production Tax Credit
PUCT	Public Utility Commission of Texas
PV	Photovoltaic
RCF	Revolving credit facility
RCRA	Resource Conservation and Recovery Act of 1976, as amended
REC	Renewable Energy Certificate (Credit), which is the environmental attribute associated with each megawatt hour of production from a qualified renewable energy source
Regulatory Agreement Units	Nuclear generating units or portions thereof whose decommissioning-related activities are subject to contractual elimination under regulatory accounting (includes the Former ComEd units, the Former PECO units, and STP)
RIN	Renewable Identification Number
RMP	Risk Management Policy
RNF	Operating Revenues Net of Purchased Power and Fuel Expense
RNG	Renewable Natural Gas
ROU	Right-of-use
RPS	Renewable Portfolio Standards
RTO	Regional Transmission Organization
S&P	Standard & Poor's Ratings Services
SEC	United States Securities and Exchange Commission
SERC	SERC Reliability Corporation (formerly Southeast Electric Reliability Council)
SNF	Spent Nuclear Fuel
SOA	Society of Actuaries
SOFR	Secured Overnight Financing Rate
SPDES	State Pollutant Discharge Elimination System
SPP	Southwest Power Pool
STEM	Science, Technology, Engineering, and Mathematics

GLOSSARY OF TERMS AND ABBREVIATIONS

Other Terms and Abbreviations	
STPNOC	STP Nuclear Operating Company
TEF	Texas Energy Fund
TMA	Tax Matters Agreement
TWh	Terawatt-hour
U.S. Court of Appeals for the D.C. Circuit	United States Court of Appeals for the District of Columbia Circuit
U.S. Treasury	U.S. Department of the Treasury
UEC	Unamortized Energy Contract
VIE	Variable Interest Entity
WECC	Western Electric Coordinating Council
ZEC	Zero Emission Credit

FILING FORMAT

This combined Annual Report on Form 10-K is being filed separately by Constellation Energy Corporation and Constellation Energy Generation, LLC, (the Registrants). Information contained herein relating to any individual Registrant is filed by the Registrant on its own behalf. Neither Registrant makes any representation as to information relating to the other Registrant.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING INFORMATION

This report contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties. Words such as "could," "may," "expects," "anticipates," "will," "targets," "goals," "projects," "intends," "plans," "believes," "seeks," "estimates," "predicts," and variations on such words, and similar expressions that reflect our current views with respect to future events and operational, economic and financial performance, are intended to identify such forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the acquisition of Calpine Corporation, the pro forma combined company and its operations, strategies and plans, enhancements to investment-grade credit profile, synergies, opportunities and anticipated future performance and capital structure, and expected accretion to earnings per share and free cash flow. Information adjusted for the acquisition should not be considered a forecast of future results.

Forward-looking statements are based on current expectations, estimates and assumptions that involve a number of risks and uncertainties that could cause actual results to differ materially from those projected. The factors that could cause actual results to differ materially from the forward-looking statements made by us include those factors discussed herein, including those factors discussed in (a) Part I, ITEM 1A. Risk Factors, (b) Part II, ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, (c) Part II, ITEM 8. Financial Statements and Supplementary Data: Note 18 — Commitments and Contingencies, and (d) other factors discussed in filings with the SEC by the Registrants.

Readers are cautioned not to place undue reliance on these forward-looking statements, which apply only as of the date of this report. Neither Registrant undertakes any obligation to publicly release any revision to its forward-looking statements to reflect events or circumstances after the date of this report.

AVAILABLE INFORMATION

The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements, and other information that we file electronically with the SEC. We file our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports with the SEC. In addition, as soon as reasonably practicable after such materials are furnished to the SEC, we make copies of these documents available to the public free of charge through our website at www.ConstellationEnergy.com. Information contained on our website shall not be deemed incorporated into, or to be a part of, this report.

PART I

ITEM 1. BUSINESS

General

On February 21, 2021, the Board of Directors of Exelon authorized management to pursue a plan to separate its competitive generation and customer-facing energy businesses, conducted through Constellation and its subsidiaries, into an independent, publicly traded company. CEG Parent, a Pennsylvania corporation and a direct, wholly owned subsidiary of Exelon, was newly formed for the purpose of separation and had not engaged in any activities except in preparation for the distribution. On February 1, 2022, Exelon completed the separation by distributing all the outstanding shares of the Company's common stock, on a pro rata basis to the holders of Exelon's common stock, with the Company holding all the interests in Constellation previously held by Exelon (the "Separation"). As of 2002, Constellation has been an individual registrant concurrent with the registration of its public debt under the Securities Act. As an individual registrant, Constellation has historically filed consolidated financial statements to reflect their financial position and operating results as a stand-alone, wholly owned subsidiary of Exelon.

Unless otherwise indicated or the context otherwise requires, references herein to the terms "we," "our," "us" and "the Company" refer collectively to CEG Parent and Constellation. See Glossary for defined terms.

On January 7, 2026, Constellation acquired all of the outstanding equity interests of Calpine in a cash and stock transaction. Unless otherwise noted, information in this Form 10-K excludes Calpine. For further information regarding the transaction, refer to Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements.

Our Business

Following the merger with Calpine in January 2026, we are the largest private-sector power producer in the world and the nation's largest producer of clean and reliable energy. With 55 GWs of capacity from nuclear, natural gas, geothermal, hydro, wind and solar facilities, our fleet has the generating capacity to power the equivalent of 27 million homes, providing about 10% of the nation's clean energy and delivering the around-the-clock reliability needed to power America's growing economy. We are also the largest nuclear energy company in the U.S. and a leading competitive retail supplier, serving approximately 2.5 million customer accounts nationwide, including three-fourths of the Fortune 100. We are committed to investing in innovation and new technologies to drive the transition to a reliable, sustainable and secure energy future.

After considering divestitures connected with certain regulatory approvals, our merger with Calpine added approximately 23 GWs across 72 generation and battery storage assets, providing reliable power resources in areas experiencing significant demand growth. Calpine is the nation's largest generator of electricity from natural gas and geothermal resources, according to S&P Global Market Intelligence, with a strong footprint in Texas, California, and the Northeast regions of the U.S. Natural gas-fired generation remains an essential component of the U.S. energy transition due to its low emissions profile, high reliability, and potential for future emissions-abatement technologies. Calpine's portfolio also includes solar and battery storage assets, strengthening our ability to deliver a balanced mix of baseload, intermediate, and peak generation necessary to maintain reliability of the electrical grid. The high-quality and geographic concentration of Calpine's dispatchable fleet complements our existing portfolio and enhances our ability to meet growing demand for clean, reliable power nationwide.

Calpine's retail energy platform adds approximately 62 TWhs of annual load to our business, and allows us to expand our C&I and residential customer base, creating incremental sales channels across the country. With the addition of Calpine, we add approximately 2,500 employees who are dedicated to operational excellence and a shared commitment to serving customers.

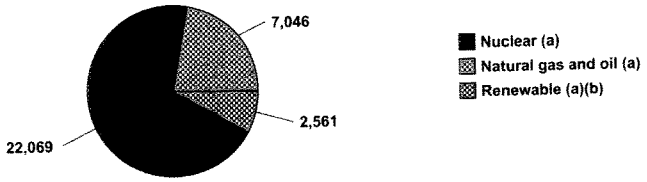
Refer to Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information on our acquisition of Calpine.

Our Operations

We operate the largest emissions-free generation fleet in the nation and are one of the largest competitive electric generation companies in the nation, as measured by owned and contracted MWs. Our fleet is the cleanest large generation portfolio in the country according to the 2025 ERM Report: Benchmarking Air Emissions of the 100 Largest Electric Power Producers in the United States.

At December 31, 2025, our owned generating resources had a total capacity of 31,676 MWs, consisting of the following:

Our Owned Generating Resources by Type of Capacity (in MWs)

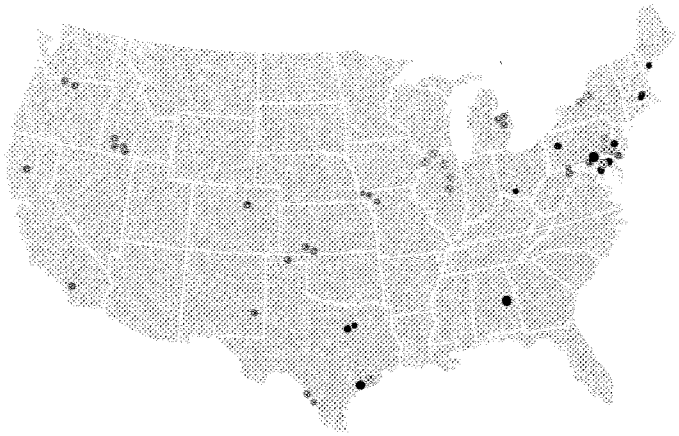


(a) Net generation capacity is stated at proportionate ownership share. See ITEM 2. PROPERTIES for additional information.
(b) Includes wind, hydroelectric, and solar generating assets.

In addition to the owned generating resources above, at December 31, 2025, we had contracted generation with a total capacity of 4,798 MWs, which represents electric supply procured under unit-specific agreements.

The following map illustrates the locations of our owned generation facilities as of December 31, 2025:

Our Owned Generation Fleet Map[a][b]



(a) One symbol is included per location. Some locations may have multiple generating units. Locations in tight geographic proximity may appear as one symbol. Units that are not currently operational are not captured.
(b) Does not reflect Grand Prairie Generating Station (Gas/Other), located in Alberta, Canada.

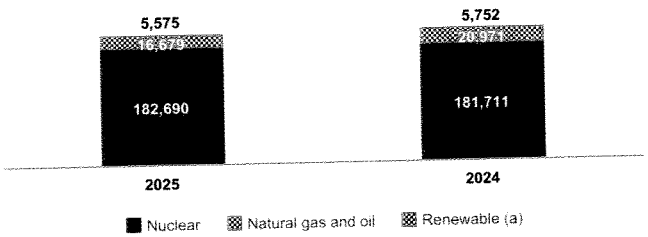
We have five reportable segments, as described in the table below, representing the different geographic regions in which our owned generating resources are located and our customer-facing activities are conducted.

Segment[a]	Net Generation Capacity (MWs)[b]	% of Net Generation Capacity	Geographic Regions
Mid-Atlantic	10,386	33 %	Eastern half of PJM, which includes New Jersey, Maryland, Virginia, West Virginia, Delaware, the District of Columbia, and parts of Pennsylvania and North Carolina
Midwest	11,606	37 %	Western half of PJM and the United States footprint of MISO, excluding MISO's Southern Region
New York	3,093	10 %	NYISO
ERCOT	4,742	15 %	Electric Reliability Council of Texas
Other Power Regions	1,849	5 %	New England, South, West, and Canada
Total	31,676	100 %	

(a) See Note 5 — Segment Information of the Combined Notes to Consolidated Financial Statements for additional information on reportable segments.
(b) Net generation capacity is stated at proportionate ownership share as of December 31, 2025. See ITEM 2. PROPERTIES for additional information.

The following table shows our total owned sources of electric supply of 204,944 GWhs and 208,434 GWhs for 2025 and 2024, respectively, which includes the proportionate share of output where we have an undivided ownership interest in jointly-owned generating plants.

Our Owned Sources of Electric Supply (in GWhs)



(a) Includes wind, hydroelectric, and solar generating assets.

In addition to the owned generation above, we also had purchased power from the spot energy markets that are administered by the RTOs/ISOs and bilateral transactions of 63,999 GWhs and 60,983 GWhs for the years ended December 31, 2025 and 2024, respectively. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS for additional information on electric supply sources.

Nuclear Facilities

Our nuclear fleet is the nation's largest, with current generating capacity of approximately 22 GWs, producing 183 TWhs of zero-emissions electricity during 2025 – enough to power 16 million homes and avoid more than 122 million metric tons of carbon emissions according to the EPA GHG Equivalencies Calculator. We have ownership interests in 14 nuclear generating stations currently in service, consisting of 25 units. As of December 31, 2025, we wholly own all our nuclear generating stations, except for undivided ownership interests in five jointly-owned nuclear stations: Quad Cities (75% ownership), Peach Bottom (50% ownership), Salem (42.59% ownership), NMP Unit 2 (82% ownership), and STP (44% ownership), that are reflected in our consolidated financial statements relative to our proportionate ownership interest in each unit. See ITEM 2. PROPERTIES for additional information on our nuclear facilities.

In September 2024, we executed a 20-year PPA with Microsoft that will support the restart of Three Mile Island Unit 1, renamed as the Crane Clean Energy Center, which was retired in 2019 for economic reasons. Under the agreement, Microsoft will purchase the output generated from the renewed plant which includes energy, capacity and emissions-free attributes as part of its goal to help power its data centers in PJM with clean reliable energy. The site, once operational, will have approximately 835 MWs of emissions-free capacity. The timing of the restart is subject to certain regulatory approvals, interconnection-related construction, permitting, and obtaining a renewed operating license. In November 2025, the DOE Office of Energy Dominance Financing issued a guarantee for up to $1.0 billion as an unsecured loan to support the restart of the Crane Clean Energy Center. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

We operate all of our nuclear generating stations, except for the units at Salem and STP, which are operated by PSEG Nuclear, LLC (an indirect, wholly owned subsidiary of PSEG) and STPNOC, respectively. We have consistently operated our nuclear plants at best-in-class levels. During 2025, 2024, and 2023, our nuclear generating facilities achieved capacity factors[(a)] of 94.7%, 94.6%, and 94.4%, respectively, at ownership percentage. The nuclear capacity factor has been approximately four percentage points better than the industry average annually since 2013.

Capacity factors, which are significantly affected by the number and duration of refueling and non-refueling outages, can have a material impact on our results of operations. In 2025, we achieved an average refueling outage duration of 22 days for units we operate. We achieved an average refueling outage duration of 19 and 21 days in 2024 and 2023, respectively, against industry averages of 33 and 38 days, respectively.

We manage our scheduled refueling outages to minimize their duration and to maintain high nuclear generating capacity factors, resulting in a stable supply position for our wholesale and retail power marketing activities. In 2025, 2024, and 2023, electric supply (in GWhs) generated from our nuclear generating facilities was 68%, 67%, and 65%, respectively, of our total electric supply.

During scheduled refueling outages, we perform maintenance and equipment upgrades in order to maintain safe, reliable operations and to minimize the occurrence of unplanned outages. In addition to the maintenance and equipment upgrades performed by us during scheduled refueling outages, we have extensive operating and security procedures in place to ensure the safe operation of our nuclear units. We also have extensive safety systems in place to protect the plant, personnel, and surrounding area in the unlikely event of an accident or other incident.

(a) Capacity factor is defined as the ratio of the actual output of a unit (or combination of units) over a period of time to its output if the unit had operated at net monthly mean capacity for that time period. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — Financial Results of Operations for additional information.

All of our nuclear units were originally licensed by the NRC for 40 years and have since received 20-year operating license renewals. Additionally, PSEG and STPNOC have received 20-year license renewals for the Salem and STP units, respectively. Peach Bottom and Dresden have received subsequent license renewal from the NRC for a second 20-year term, extending their operating period to a total 80-year term. We plan to pursue a subsequent license renewal for Crane in 2029. PSEG has also announced plans to pursue a subsequent license renewal for Salem in 2027. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for additional information on Peach Bottom's subsequent license renewal.

The following table summarizes the current license expiration dates for our nuclear facilities currently in service:

Station	Unit	In-Service Date[a]	Current License Expiration
Braidwood	1	1988	2046
	2	1988	2047
Byron	1	1985	2044
	2	1987	2046
Calvert Cliffs	1	1975	2034
	2	1977	2036
Clinton	1	1987	2047
	2	1970	2049
Dresden	3	1971	2051
	1	1975	2034
FitzPatrick	1	1984	2042
LaSalle	2	1984	2043
	1	1986	2044
Limerick	2	1990	2049
	1	1969	2029
NMP	2	1988	2046
	2	1974	2053
Peach Bottom	3	1974	2054
	1	1973	2032
Quad Cities	2	1973	2032
	1	1970	2029
Ginna	1	1977	2036
Salem	2	1981	2040
	1	1988	2047
STP	2	1989	2048

(a) Denotes year in which nuclear unit began commercial operations.

Following recent improvements by the NRC, the operating license renewal process takes approximately three years from commencement, which includes approximately two years for us to develop the application and approximately 12 months for the NRC to review the application. Future rulemaking could further reduce the timelines for developing and reviewing the application. Depreciation provisions correspond with the expiration of the current NRC operating license denoted in the table above, except for Braidwood, Byron, LaSalle, NMP Unit 1, Quad Cities, Ginna, and Salem, which are based on the estimated useful lives of the stations including expectations for an additional 20-year term beyond current license expiration. See Note 3 — Regulatory Matters and Note 8 — Property, Plant, and Equipment of the Combined Notes to Consolidated Financial Statements for additional information. While the table above provides the date through which we are licensed to operate our nuclear plants, we may choose to retire certain plants earlier than the license expiration date if the economics do not support our continued operation of those plants.

Natural Gas and Oil Facilities

We operate approximately 7 GWs of natural gas and oil-fueled generation assets which provide a mix of baseload, intermediate, and peak power generation. We wholly own all our natural gas and oil facilities except for Wyman, which is operated by the principal owner, NextEra Energy Resources LLC, a subsidiary of NextEra Energy, Inc. See ITEM 2. PROPERTIES for additional information regarding these generating facilities. Natural gas and oil generation plants are generally not licensed, and therefore, the decision on when to retire plants is, fundamentally, a commercial one.

In 2025, 2024, and 2023, electric supply (in GWhs) generated from our owned natural gas and oil generating facilities was 6%, 8%, and 9%, respectively, of our total electric supply. Our natural gas and oil fleet has similarly demonstrated a track record of strong performance with a Dispatch Match[(a)] of 97.9%, 97.4%, and 98.5% in 2025, 2024, and 2023, respectively.

With our acquisition of Calpine in January 2026, the composition of our fleet changes materially with a higher concentration of natural gas facilities. Calpine owns 21 GWs of natural gas-fired generation, primarily consisting of combined cycle gas turbine plants in the Texas, California, and Northeast regions of the United States. Calpine's modern natural gas fleet is part of the backbone of the U.S. electrical grid, enabling the transition away from coal-fired generation and supporting the growth of intermittent renewable resources while maintaining reliability.

Renewable Facilities (including Hydroelectric)

Our renewable portfolio includes approximately 2.6 GWs of hydroelectric, wind, and solar generation assets, of which the electric supply (in GWhs) generated in 2025, 2024, and 2023 represented 2% of our total electric supply. Our Renewables Energy Capture[(b)] was 96.6%, 96.1%, and 96.4% in 2025, 2024, and 2023, respectively. We wholly own our renewable facilities except for certain wind project entities and CRP. See ITEM 2. PROPERTIES for additional information regarding these generating facilities and Note 21 — Variable Interest Entities of the Combined Notes to Consolidated Financial Statements for additional information regarding CRP, which is a VIE.

FERC has the exclusive authority to license most non-federal hydropower projects located on navigable waterways or federal lands, or connected to the interstate electrical grid, which include our Conowingo Hydroelectric Project (Conowingo) and Muddy Run Pumped Storage Facility Project (Muddy Run). Muddy Run's license expires on December 1, 2055 and is currently being depreciated over an estimated useful life that corresponds with the available license term. In March 2021, FERC issued a new 50-year license for Conowingo, which was subsequently vacated in December 2022. In September 2025, we reached a settlement agreement with MDE, Lower Susquehanna Riverkeeper Association, and Waterkeepers Chesapeake which allows us to move forward with resubmitting the license application with FERC. We cannot currently predict when FERC will issue the new license. Depreciation provisions continue to assume an estimated useful life through 2071 in anticipation of the license expiration date being restored. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for additional information on the status of Conowingo's license. Wind and solar generation assets are generally not licensed, and therefore, the decision on when to retire plants is, fundamentally, a commercial one.

(a) Dispatch Match is used to measure the responsiveness of a unit to the market, expressed as the total actual energy revenue net of fuel cost relative to the total desired energy revenue net of fuel cost. Factors having an adverse effect on Dispatch Match include forced outages, derates, and failure to operate to the desired generation signal.

(b) Renewable Energy Capture is an indicator of how efficiently the installed assets capture the natural energy available from the wind, the sun, and water. Renewable Energy Capture represents an energy-based fraction, the numerator of which is the energy produced by the sum of the wind turbines, solar panels, and run-of-river hydroelectric operations in the year, and the denominator of which is the total expected energy to be produced during the year, with adjustments made for certain events that are considered non-controllable, such as force majeure events, serial design-manufacturing equipment failures, and transmission curtailments. Renewable Energy Capture for the combined wind, solar, and run-of-river hydroelectric fleet is weighted by the relative site projected pre-tax variable revenue.

The acquisition of Calpine in January 2026 adds the Geysers Assets to our renewable portfolio, which is the largest geothermal power generation portfolio in the U.S., and the largest single renewable energy asset in California. The Geysers Assets consist of 13 operating geothermal plants located in Northern California, with an operating capacity of approximately 730 MWs. Calpine also contributes approximately 800 MWs of battery storage facilities to our portfolio, largely based in California.

Contracted Generation

In addition to energy produced by our owned generation assets, we source electricity from generators we do not own under long-term contracts. The following tables summarize our long-term contracts to purchase unit-specific physical power with an original term in excess of one year in duration, by segment, in effect as of December 31, 2025:

Segment	Number of Agreements	Expiration Dates	Capacity (MWs)
Mid-Atlantic	22	2027-2045	564
Midwest	8	2026-2044	855
ERCOT	8	2026-2040	1,140
Other Power Regions	18	2026-2045	2,239
Total	56		4,798

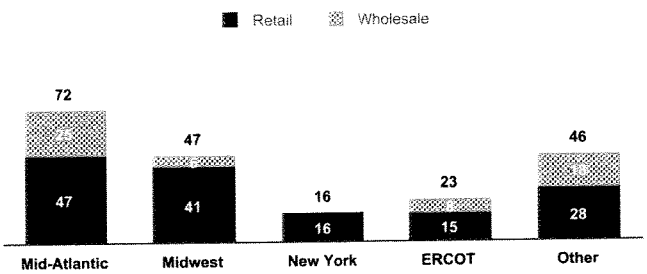
	2026	2027	2028	2029	2030	2031 and thereafter	Total
Capacity Expiring (MWs)	398	16	75	98	1,015	3,196	4,798

Customer-Facing Business

Based on data from EEI, we are the nation's largest energy supplier for C&I and residential power volumes. Through our integrated business operations, we sell electricity, natural gas, and other energy-related products and sustainable solutions to various types of customers, including distribution utilities, municipalities, cooperatives, and commercial, industrial, public sector, and residential customers in markets across multiple geographic regions. We serve approximately 2 million total customer accounts, including three-fourths of Fortune 100 companies, and approximately 1.4 million residential customers.

We are a leader in electric power supply, serving approximately 204 TWhs in 2025 through sales to retail customers and wholesale load auctions to a geographically diverse customer base. The following table illustrates these volumes across our five reportable segments:

2025 Electric Power Supply (TWhs) Served [a]



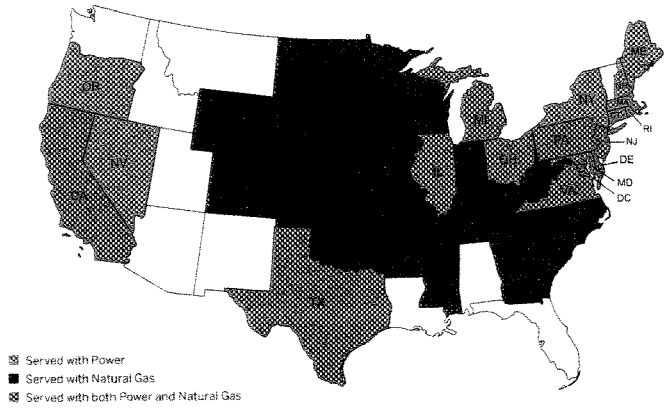
(a) Includes retail load and wholesale load auction volumes only. Electric generation in excess of our total retail and wholesale load would be sold in the respective RTO or ISO in which our facility is located. Other includes New England, South, and West.

We are active in all domestic wholesale power and gas markets that span the entire lower 48 states and have complementary retail activity across many of those states. We typically obtain power supply from the market to meet our wholesale and retail obligations. Our market risk is mitigated by our owned and contracted generation located in multiple geographic regions. The commodity risks associated with the output from owned and contracted generation are managed using various commodity transactions including sales to retail customers, trades on commodity exchanges, bilateral contracts, and sales to wholesale counterparties in accordance with our hedging program. See further discussion of the hedging program in the Price and Supply Risk Management section below. The main objective is to obtain low-cost energy supply to meet physical delivery obligations to both our wholesale and retail customers.

Retail Market

Retail competition in states across the U.S. range from full competition of energy suppliers for all retail customers (commercial, industrial, public sector, and residential) to partial retail competition available up to a capped amount for C&I customers only. We are a leader in retail energy supply, serving approximately 147 TWhs of electric power retail load primarily to C&I customers across multiple geographic regions in the U.S. We also served approximately 800 Bcf of gas in 2025.

Geographically Diverse Footprint in Retail Market



Strong customer relationships are a key part of our customer-facing business strategy, as demonstrated by our high renewal rates. Retail customer renewal rates have been strong over the last ten years across C&I power customer groups with average contract terms of approximately two years and customer duration of approximately six years, with many customers well beyond these metrics. Specifically, we enjoyed renewal rates of 77% for C&I power customers and 84% for C&I gas customers in 2025, owing to both our competitive pricing as well as our strong customer relationships. Our consistently high renewal rates are driven by our ability to provide customized solutions and deliver focused attention to our customers' needs. We are also successful at acquiring new customers by offering innovative products and solutions that meet their needs. In addition to our high customer renewal rates, we have produced consistently high new win rates within C&I power as well, acquiring nearly one out of every three new customers who have chosen to shop with us over the past seven years.

High customer satisfaction levels, market expertise, stability, and scale-driven growth have resulted in a historically proven business with consistent margins. While providing customers with a competitive price is a key focus, we leverage our broad suite of electric and gas product structures, oftentimes customized, to provide customers with the commodity solution and information that best fits their needs. It is this attention to the customer that creates the durable and repeatable value highlighted in these statistics.

Consumer purchasing strategies have trended from direct supply relationships to third-party relationships with several customers looking to third-party consultants and brokers to find suppliers like us to reduce costs and evaluate the increasing number of options available for expanding energy solutions beyond the commodity. In response, we have expanded our third-party capabilities, created scale through a comprehensive support structure, and enhanced digital applications providing tools, tracking, and measurement, as well as the ability to extend the reach of our sustainability solutions to drive additional market share. While this trend of customers using third parties to find suppliers has slowed in recent years, we have remained the market leader in direct C&I sales with over 32% of the C&I market share of direct customer business, driven by our highly experienced and long-tenor direct sales team.

Wholesale Market

Our wholesale channel-to-market involves the sale of electricity among electric utilities and electricity marketers before it is eventually sold to end-use consumers. In 2025, we served approximately 57 TWhs of power load across competitive utility load procurement and bilateral sales to municipalities, co-ops, and other wholesale entities. Complementary to our national retail customer portfolio, we have several decades of relationships with wholesale counterparties across all domestic power markets as a means of both monetizing our own generation, as well as sourcing contracted generation to meet customer and portfolio needs. With increased customer demand for sustainability and reliability, our ability to source contracted generation has provided a capital-light way for us to provide customers with long-term solutions they are demanding to support a clean and resilient energy ecosystem. This creates durable customer relationships and repeatable business through the ability to respond to customer and marketplace trends. Similarly, this contracting acumen provides the ability to supplement our native generation with other non-renewable assets to meet changing portfolio needs in a financially efficient manner. In our wholesale gas business, we participate across all parts of the gas value chain, including trading, transport and storage, and physical supply.

Energy Solutions

As one of the largest customer-facing platforms in the U.S., we benefit from significant economies of scale, that allow us to provide our customers with competitively priced energy and to structure highly tailored solutions targeted to a customer's unique power needs and clean energy goals. Our CORe+ product serves C&I customers' sustainability needs by matching contracted, third-party new-build renewable generation with customer desire to add additional carbon-free generation to the grid with a preference to be located within the same region as their load. In 2025, we continued to see growing demand for our Hourly Carbon-Free Energy (CFE) product and platform, as we have closed several additional Hourly CFE transactions with a strong pipeline of interested prospects. Achieving 100% carbon-free power is a key sustainability goal for many organizations. As customers make the transition to 100% hourly carbon-free power, many are looking to bridge the gap between their real-time electricity demand and available sources of carbon-free power. Our Hourly CFE platform and associated products match carbon-free generation every hour with a customer's load, along with appropriate tracking and retirement of hourly attributes in the applicable registry. Many existing CORe+ customers are converting to 100% Hourly CFE with existing nuclear filling in the gaps of the hours renewable generation is not producing. Further, we are seeing interest from large C&I customers in long-term contracting for our nuclear facilities for energy, capacity, and carbon-free attributes. In addition to larger-scale CORe+ offerings, bundled and unbundled long-term nuclear agreements, and Hourly CFE, we offer a range of sustainability solutions to customers (e.g., RECs, EFECs, RINs, RNG, carbon offsets, Demand Response, etc.) as well as offers for carbon-free generation attributes to support their needs during the transition to a carbon-free energy ecosystem.

We also partner with our customers to provide energy efficiency options to meet their emissions-free energy goals. Our energy efficiency products provide the ability to optimize performance and maximize efficiency across customer facilities and operations through contract structures that include implementation of energy efficiency upgrades and behind-the-meter solutions with no upfront capital requirements. Additionally, these service offerings provide scalable solutions to meet sustainability goals through investment across the life of the facility or operations and allow for greater budget certainty. The ongoing ability to optimize energy consumption for customers allows us to support customer demands with the right combination of technology and efficiency program options.

In addition to sustainability solutions, data and analytics have also become increasingly important for our customers. Constellation Navigator delivers customized paths and sustainable solutions for customers to set and meet their environmental and energy management goals. Driven by advanced technology platforms and experienced advisors, it provides strategies to help organizations understand their baseline emissions and reduce their carbon footprints. Constellation Navigator helps businesses solve challenges across the energy lifecycle including utility bill management, carbon accounting, rebate administration, energy efficiency audits, and sustainability advisory services. These platforms and services provide new avenues for incremental growth by coupling the opportunities for customer usage optimization with accompanying products and sustainable solutions that we can provide to customers. These types of data and analytical services allow us to grow our customer base in previously inaccessible regulated markets by offering non-commodity energy-related products and sustainable solutions.

We continue to look for new and innovative products and solutions to bring to our customers. Constellation Technology Ventures (CTV) is our venture investing business, focused on championing innovation and scaling breakthrough technologies. CTV invests in a broad range of companies developing products and solutions that expedite the shift towards cleaner, resilient, and sustainable forms of energy. Our portfolio spans diverse areas, and consists of both established and emerging companies looking to advance the energy industry. CTV collaborates with Constellation's operating businesses and customers, harnessing portfolio companies' strengths to propel mutual growth and value for all stakeholders.

Price and Supply Risk Management

We leverage a combination of wholesale and retail customer load sales, federal and state programs, as well as non-derivative and derivative contracts, all with credit-approved counterparties, to hedge the commodity price risk of our generation portfolio.

Beginning in 2024, our existing nuclear fleet is eligible for a nuclear PTC, an important tool in managing commodity price risk for each nuclear unit not already receiving state support. The nuclear PTC provides increasing levels of support as unit revenues decline below levels established in the IRA and is further adjusted for inflation annually through the duration of the program based on the GDP price deflator for the preceding calendar year. See Note 3 — Regulatory Matters and Note 6 — Government Assistance of the Combined Notes to Consolidated Financial Statements for additional information.

In locations and periods where our load serving activities do not naturally offset existing generation portfolio risk, remaining commodity price exposure is managed through portfolio hedging activities. Portfolio hedging activities are generally concentrated in the prompt three years, when customer demand and market liquidity enable effective price risk mitigation. During this prompt three-year period, we seek to mitigate price risk associated with our load serving contracts, non-nuclear generation, and any residual price risk for our nuclear generation that the nuclear PTC and state programs may not fully mitigate. We also enter transactions that further optimize the economic benefits of our overall portfolio.

A portion of our hedging strategy may be implemented using fuel products based on assumed correlations between power and fuel prices. Our risk management group monitors the financial risks of the wholesale and retail power marketing activities.

The cycle of production and utilization of nuclear fuel includes the mining and milling of uranium ore into uranium concentrates, the conversion of uranium concentrates to uranium hexafluoride, the enrichment of the uranium hexafluoride, and the fabrication of fuel assemblies. Nuclear fuel is obtained predominantly through long-term contracts for uranium concentrates, conversion services, enrichment services, (or a combination thereof) and fabrication services, including contracts sourced from Russia. We have inventory in various forms and engage a diverse set of domestic and international suppliers to secure the nuclear fuel needed to continue to operate our nuclear fleet. We manage various risks around our nuclear fuel requirements in accordance with our fuel procurement policy limiting our transactions with each supplier to mitigate concentration of risk. The size of our inventory holdings and forward contractual coverage considers our refueling needs across multiple years to protect against supply disruptions and near-term price volatility, while allowing for capital flexibility. Our fuel procurement activities comply with all U.S. and international trade laws and we continue to take advantage of all available avenues to ensure continuity in our nuclear fuel supply, including working with the U.S. government and our diverse set of suppliers to secure the nuclear fuel needed to continue to operate our nuclear fleet long-term.

Natural gas is procured through long-term and short-term contracts, as well as through spot-market purchases. We also enter into natural gas transportation and storage contracts that allow us to source reliable and cost-effective natural gas for our fleet and to take advantage of favorable market pricing, regardless of when the gas is used in our operations. Fuel oil inventories are managed so that, in the winter months, sufficient volumes of fuel are available in the event of extreme weather conditions and during the remaining months to take advantage of favorable market pricing.

See ITEM 1A. RISK FACTORS, ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS, Critical Accounting Policies and Estimates and Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information regarding derivative financial instruments. See ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK for additional information on hedging and risk management.

Seasonality

Our operations are affected by weather, which affects demand for electricity and natural gas. The market price for electricity is also affected by changes in the demand for electricity and the available supply of electricity. With respect to the electric business, very warm weather in summer months and, with respect to the electric and natural gas businesses, very cold weather in winter months is generally referred to as "favorable weather conditions" because those weather conditions result in increased demand for electricity and natural gas. Conversely, mild weather reduces demand. As a result, our operating results in the future may fluctuate substantially on a seasonal basis, especially when more severe weather conditions such as heat waves or extreme winter weather make such fluctuations more pronounced. The pattern of this fluctuation may change depending on the type and location of the facilities owned, the wholesale and retail load served and the terms of contracts to purchase or sell electricity. See ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK for additional information.

Weather can also impact our operating conditions. See ITEM 1A RISK FACTORS for additional information regarding risks related to operational factors. To mitigate the potential for weather to impact our operations, we conduct seasonal readiness reviews at our power plants to ensure availability of fuel supplies and equipment performance before entering the summer and winter seasons. We also consider and review national climate assessments to inform our longer-term planning. Our nuclear assets are resilient to weather extremes and are capable of generating emissions-free electricity 24 hours a day, even during unexpectedly cold winter events and hot summer events.

Insurance

We are subject to liability, property damage, and other risks associated with major incidents at our generating stations. We have reduced our financial exposure to these risks through insurance, both property damage and liability, and other industry risk-sharing provisions. We also maintain business interruption insurance for certain of our renewable assets, but not for our other generating stations unless required by contract or financing agreements. We are self-insured to the extent that any losses may exceed the amount of insurance maintained or are within the policy deductible for our insured losses.

See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for insurance specific to our nuclear facilities.

Regulation

FERC Regulation. CEG Parent's subsidiaries include public utilities as defined under the Federal Power Act that are subject to FERC's exclusive ratemaking jurisdiction over wholesale sales of electricity and the transmission of electricity in interstate commerce. Under the Federal Power Act, FERC has the authority to grant or deny market-based rates for sales of energy, capacity, and ancillary services to ensure that such sales are just and reasonable. FERC's jurisdiction over ratemaking includes the authority to suspend the market-based rates of utilities and set cost-based rates should FERC find that its previous grant of market-based rates authority is no longer just and reasonable. Other matters subject to FERC jurisdiction include, but are not limited to, emergency orders requiring power plants to operate or mandate temporary electricity connections; certain third-party financings; review of certain mergers involving public utilities; certain dispositions of jurisdictional facilities and acquisitions of securities of another public utility or an existing operational generating facility; certain affiliate transactions; certain intercompany financings and cash management arrangements; certain internal corporate reorganizations; and certain holding company acquisitions of public utility and holding company securities.

RTOs and ISOs are FERC-regulated entities that exist in several regions to provide transmission service across multiple transmission systems. FERC has approved PJM, MISO, ISO-NE, and SPP as RTOs and CAISO and NYISO as ISOs. These entities are responsible for regional planning, managing transmission congestion, developing wholesale markets for energy and capacity, maintaining reliability, market monitoring, and the scheduling of physical power transactions in the region. ERCOT is not subject to regulation by FERC but performs a similar function in Texas to that performed by RTOs and ISOs in markets regulated by FERC.

NRC Regulation. We are subject to the jurisdiction of the NRC with respect to the operation of our nuclear generating facilities, including the licensing for operation of each unit. The NRC subjects nuclear generating stations to continuing review and regulation covering, among other things, operations, maintenance, emergency planning, security, and environmental and radiological aspects of those stations. As part of its Reactor Oversight Process, the NRC continuously assesses unit performance indicators and inspection results and communicates its assessment on a semi-annual basis. The NRC may modify, suspend, or revoke operating licenses and impose violations and/or civil penalties for failure to comply with the Atomic Energy Act, NRC regulations, or the terms of the operating licenses or orders. Changes in requirements by the NRC may require a substantial increase in capital expenditures and/or operating costs for our nuclear generating facilities. NRC regulations also require that licensees of nuclear generating facilities demonstrate reasonable assurance that funds will be available in specified minimum amounts at the end of the life of the facility to decommission the facility. We meet the ultimate decommissioning funding obligation through the use of dedicated NDT funds. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — Liquidity and Capital Resources; Critical Accounting Policies and Estimates — Nuclear Decommissioning Asset Retirement Obligations; and Note 10 — Asset Retirement Obligations and Note 17 — Fair Value of Financial Assets and Liabilities of the Combined Notes to Consolidated Financial statements for additional information regarding our NDT funds and decommissioning obligations.

Our operations are also subject to the jurisdiction of various other federal, state, regional, and local agencies, and federal and state environmental protection agencies. Additionally, we are subject to NERC mandatory reliability standards, which protect the nation's bulk power system against potential disruptions from cyber and physical security breaches.

Active External Engagement

Our business is at the intersection of heavy capital deployment, complex microeconomics and high-profile public policy. Through active external engagement with key stakeholders on behalf of our business and customers, we believe we can support the effective design and operation of the electric markets. We are the nation's largest producer of clean and reliable energy and following the Calpine merger we are the largest private-sector power producer in the world, and we bring an informed perspective to public policy discussions at the state, regional and national levels. Our consistently rigorous and balanced advocacy has made our perspective one that is sought out by key decision makers when considering the path forward in legislative and policy arenas.

Strategy and Outlook

Strategy

We believe shareholder value is built on a foundation of operational excellence and the pairing of our reliable energy fleet with our customer-facing platform. We are committed to maintaining investment grade credit ratings. We focus on optimizing cash returns through a disciplined approach to safe and efficient operations and cost management, underpinned by stable and durable margins from our customer-facing business and coupled with distinct payments to our generation plants for the clean, reliable, and available energy they provide to customers. We may pursue future growth opportunities that provide additional value building on our core businesses, or expanding our competitive advantages. We are committed to maintaining a strong balance sheet, providing our customers with cost-effective and sustainable solutions to meet their energy needs, and returning value to our shareholders.

The demand for reliable, emissions-free energy and sustainability solutions continues to grow across the country. We aim to meet the growing energy needs of all our customers. We continue to serve as a partner to businesses and public entities to help meet their energy and sustainability needs.

We are committed to maintaining sufficient financial liquidity and an appropriate capital structure to support safe, secure and reliable operations, even in volatile market conditions. We believe our investment grade credit rating is a competitive advantage and we intend to maintain our credit position and best-in-class balance sheet. In line with that commitment, available cash flow will first be used to meet investment grade credit targets, with incremental capital allocated towards disciplined growth and shareholder return. We will build upon a strong compliance and risk management foundation and recognize the critical role this serves in maximizing operational results. We will continue to manage cash flow volatility through prudent risk management strategies across our business.

Growth Opportunities. We continually evaluate growth opportunities aligned with our businesses, assets, and markets leveraging our expertise in those areas and offering durable returns. We may pursue growth opportunities that optimize our core business or expand upon our strengths, including, but not limited to the following:

- Opportunistic energy acquisitions and generation development opportunities with a focus on reliability,
- Create new value from the existing fleet through nuclear uprates and license extensions, repowering of renewables, serving data economy customers, long-term power purchase agreements, and other opportunities,
- Grow solutions for our customers focused on clean energy, efficiency, storage and electrification; help our C&I customers develop and meet sustainability targets, and
- Continue to monitor opportunities to participate in advanced nuclear and CCUS as well as investments in battery storage and solar to maintain our leadership position as stewards of an emissions-free energy future.

We will employ a disciplined approach to acquisitions that grow future cash flow and support strategic initiatives. This strategy was realized, in part, with the acquisition of Calpine, a combination that brings together premier nuclear, natural gas, and geothermal fleets with a leading commercial platform to deliver innovative customer solutions and strengthen U.S. energy leadership, national security, and economic prosperity. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information on our acquisition of Calpine.

Various market, financial, regulatory, legislative and operational factors could affect our success in pursuing these strategies. We continue to assess infrastructure, operational, policy, and legal solutions to these issues. See ITEM 1A. RISK FACTORS for additional information.

Outlook

The U.S. energy sector is undergoing unprecedented transformation, which we believe will drive significant growth in demand for reliable, clean power generation and benefit our business. Our diversified generation fleet, including our industry-leading nuclear assets, is well-positioned to meet this rising demand for dependable emissions-free electricity. Key drivers of increased demand include:

- Expanded policy support for nuclear energy that enhances energy security, reliability and system diversity,
- Federal and state incentives for new and resilient generation to support grid stability,
- Rapid data center growth, increasing large-scale, around-the-clock load requirements,
- Electrification across the economy, including transportation, buildings, and industrial processes,
- Onshoring and expansion of domestic manufacturing to strengthen U.S. supply chains, and
- Evolving customer preferences that favor clean energy, greater choice, transparency, and digitization.

Policy Support for Nuclear Energy. We expect our nuclear generation fleet to continue playing a vital role in meeting the nation's baseload power needs. Nuclear energy remains the largest source of zero-emissions electricity in the U.S., providing more than half of all emissions-free power. Our nuclear plants are significant contributors to the clean energy mix in the states in which they operate. Federal policymakers from both parties have underscored the importance of preserving existing nuclear assets through the nuclear PTC enacted in the IRA and maintained under the OBBBA. The action by New York to extend the NY ZEC program in January 2026 reaffirms that states recognize that existing nuclear generation facilities are essential to meeting their policy objectives to reduce GHG emissions. In addition, a number of states including Delaware, New Jersey, Illinois, Maryland, New York, and Texas, are currently drafting bills to add nuclear energy to clean energy targets by repealing bans, studying methods to accelerate their development, or in some cases, providing financial incentives to drive their construction. Beyond emissions reductions, nuclear energy supports high-quality jobs, strengthens regional economies, and enhances the reliability and security of the electrical grid. In alignment with this supportive policy landscape, we intend to file applications to extend the licenses of our nuclear units to 80 years where long-term policy support continues to be available.

Policy Support for New, Reliable Generation. With our significantly increased presence in Texas following the Calpine acquisition, our fleet is positioned to play a critical role in ensuring reliability within ERCOT. In November 2023, Texas voters approved a state constitutional amendment to create the TEF, which provides up to $7.2 billion in low-interest loans and completion bonuses to support as much as 10 GW of new dispatchable generation statewide. Project selections announced in Fall 2025 included a $278 million loan for Calpine's 460 MW Pin Oak Creek peaking facility. Policy mechanisms like the TEF are essential to maintaining the reliability of the Texas energy market by enhancing the economic viability of new dispatchable generation.

In Maryland, the Next Generation Energy Act of 2025 directed the Maryland Public Service Commission (MPSC) to solicit and approve applications for dispatchable and large-capacity resources through an expedited Certification of Public Convenience and Necessity process. We submitted multiple proposals, and the MPSC approved our application to advance more than 700 MW of natural gas generation under the streamlined pathway. We are also continuing to evaluate additional resource options for Maryland, including battery storage projects, under a separate solicitation established by the Next Generation Energy Act.

Data Center Growth. The rapid expansion of data centers continues to accelerate, driven by widespread adoption of AI technologies and large-scale infrastructure investments by major hyperscalers such as Microsoft, Google, Meta, and Amazon. This growth is creating unprecedented demand for reliable, around-the-clock electricity in the U.S. and globally. According to the DOE, data centers are amongst the most energy-intensive building types, consuming 10 to 50 times more energy per square foot than a typical commercial office building. As AI workloads scale and computing needs increase, the energy requirements of data centers are expected to grow substantially, further reinforcing the need for dependable, 24/7 power supply.

Electrification. Efforts to optimize our energy infrastructure and reduce GHG emissions are expected to drive continued electrification of the U.S. economy, including transportation, industrial processes, heating and cooling, and household appliances. This transition has the potential to materially increase overall electricity demand. For companies like ours, whose core strength lies in safely generating and delivering electricity and related energy solutions, this growing demand represents a natural and meaningful opportunity for long-term growth.

Onshoring of Manufacturing. Recent federal industrial policy, most notably the CHIPS and Science Act and the IRA, explicitly incentivize the return of manufacturing and supply-chain capacity back to the United States. This resurgence in domestic industrial activity is driving a meaningful increase in electricity demand, as new facilities are both expanding and becoming more energy intensive. These trends are further amplified by broader shifts such as electrification and rapid data center growth. The resulting load growth presents a strategic opportunity for our business as our expanded generation fleet is well positioned to enable this national policy objective.

Evolving Customer Preferences. Consumers are increasingly purpose-driven and knowledgeable about solutions that reduce emissions. As a result, they place greater value on being able to trace the sources of their clean energy. Rising awareness of climate change and clean energy options is fueling demand for value-added products and services, such as solar, behind-the-meter storage, EV charging, and the ability to choose 100% clean power 24/7 in competitive retail energy markets. Customers are also showing heightened interest in long-term energy agreements that provide price stability and reliability. At the same time, continued innovation and digitization across the economy are empowering customers with more visibility and control over their energy usage. This increased engagement enables both residential and business customers to make more informed choices about their energy supply and the products and solutions we provide.

Environmental Matters and Regulation

We are subject to comprehensive and complex environmental legislation and regulation at the federal, state, and local levels, including requirements relating to climate change, air and water quality, solid and hazardous waste, and impacts on species and habitats.

Our Board of Directors is responsible for overseeing the management of environmental matters. We have a management team to address environmental compliance and strategy, including the CEO, and other members of senior management. Performance of those individuals directly involved in environmental compliance and strategy is reviewed and affects compensation as part of the annual individual performance review process. Our Board of Directors has delegated to its Nuclear Oversight Committee and the Corporate Governance Committee the authority to oversee our compliance with health, environmental, and safety laws and regulations and strategies and efforts to protect the environment as discussed in further detail below.

GHG & Climate Risks

Many states, corporations, and investors have advocated for the reduction of GHG emissions across all sectors of the economy, including GHG emissions from the energy sector. Additionally, many large corporations have adopted targets to reduce the carbon emissions in their business operations. We believe our fleet is well-positioned to benefit from policy for decarbonization.

We also face climate mitigation and transition risks as well as adaptation risks. Mitigation and transition risks include changes to the energy systems as a result of new technologies, changing customer expectations, and/or voluntary GHG reduction goals, as well as policies intended to reduce GHG emissions. Adaptation risk refers to risks to our facilities or operations that may result from changes in the physical climate, such as changes to temperatures, weather patterns, and sea level rise. See ITEM 1A. RISK FACTORS for additional information.

We produce electricity predominantly from low- and emissions-free generating facilities (such as nuclear, natural gas, hydroelectric, geothermal, wind, and solar) and neither own nor operate any coal-fueled generating assets. Our natural gas and oil generating plants produce GHGs, most notably CO2. We have made investments in developing CCUS technologies to reduce GHG emissions. In addition, we sell natural gas through our customer-facing business; and consumers' use of such natural gas produces GHG emissions. In 2025, we achieved a 94.7% capacity factor across our nuclear fleet and our ownership of 22 GWs of emissions-free generation capacity at 25 nuclear units produced 183 TWhs of electricity. Our Scope 1 and 2 market-based GHG emissions in 2024 were 8.5 million metric tons carbon dioxide equivalent, of which 8.2 million metric tons were from our

natural gas and oil-fueled generation fleet, significantly less than our peers with similar volume of power generation. We continue to have the lowest carbon intensity (rate of carbon dioxide equivalent (CO_2e) emitted per unit of electricity generated) among the ten largest U.S. generators following the acquisition of Calpine.

Regulation of GHGs from Power Plants under the Clean Air Act. In April 2024, EPA issued a final rule that regulates greenhouse gases from existing coal, new natural gas-fired power plants, and existing oil/gas steam generators under Clean Air Act section 111. In June 2025, EPA issued a proposal to repeal its regulations addressing GHG emissions from the sector. In February 2026, EPA issued a final rule to repeal the 2009 "Endangerment Finding" underpinning all GHG regulation by EPA. EPA is expected to separately finalize its repeal of power sector GHG regulations in 2026, which will directly address the compliance obligations under those rules.

State Climate Legislation and Regulation. Many states in which we operate have state and regional programs to reduce GHG emissions and renewable and other portfolio standards, which impact the power sector. 25 states and the District of Columbia have 100% clean energy targets, deep GHG reduction targets, or both, encompassing 55% of U.S. residential electricity customers. As the nation's largest generator of emissions-free electricity, our fleet supports these efforts to produce safe, reliable, clean electricity.

In 2019, New York enacted the Climate Leadership and Community Protection Act, which commits the state to achieving net-zero emissions by 2050, with requirements in 2030 and 2040. New Jersey's Energy Master Plan supports the state's goal of a 100% clean energy economy by 2050. The state's Global Warming Response Act targeted GHG emissions reductions of 80% below 2006 levels by 2050 which was subsequently accelerated by Executive Order 315 targeting 100% clean energy by 2035. The 2021 Illinois Clean Energy Law is designed to achieve 100% carbon-free power by 2045. It establishes decarbonization requirements for Illinois as well as programs to support the retention and development of emissions-free sources of electricity.

Our nuclear plants are meaningful contributors to the clean energy mix where they operate. States may not be able to meet their emissions-reduction goals without our nuclear plants, which provide a significant portion of the current emissions-free power. Several states have established policies to support nuclear generation driven by recognition that existing nuclear generation facilities are essential to meeting policy objectives on GHG emissions, supporting jobs and regional economies, and ensuring reliability and security of the electrical grid through resource diversity. These policies preserve the environmental attributes of our nuclear facilities, and include the following:

Policy Name	Year Enacted	Nuclear Facilities Impacted	Type of Program	Year of Expiration
New York Clean Energy Standard	2016	FitzPatrick, Ginna, and NMP	ZEC	2049
Illinois Zero Emission Standard	2016	Clinton and Quad Cities	ZEC	2027
New Jersey Clean Energy Legislation	2018	Salem	ZEC	2025 [(a)]
Illinois Clean Energy Law	2021	Byron, Braidwood, and Dresden	CMC	2027

(a) The contracts entered into under the New Jersey Clean Energy Legislation program concluded in May 2025.

In January 2026, the NYPSC approved a 20-year extension of its ZEC program to sustain the state's nuclear power plants through 2049. The extension is designed to preserve the state's carbon-free electricity supply and ensure grid reliability. The structure of the NY ZEC program remains largely intact, with similar rate-setting methodology, adjusted over time for inflation through 2049.

Regional Greenhouse Gas Initiative (RGGI). The RGGI program requires most fossil fuel-fired power plants in the region to hold allowances, sold at auction or on the secondary market, for each ton of CO_2 emissions. The following states are currently participants in RGGI; Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. Pennsylvania never entered the RGGI program, and its budget bill for fiscal year 2025-2026 legislatively abrogated the state's RGGI regulations.

Renewable and Clean Energy Standards. Most states where we operate have adopted some form of renewable or clean energy procurement requirement. These standards impose varying levels of mandates for procurement of renewable or clean electricity (the definition of which varies by state) and/or energy efficiency, generally expressed as a percentage of annual electric load, often increasing by year. Load serving entities comply with these various requirements through purchasing qualifying renewables, acquiring sufficient certificates (e.g., RECs), paying an alternative compliance payment, and/or a combination of these compliance alternatives.

Corporate Clean Energy Targets. Corporations face incentives from their customers and investors to align their businesses with environmental and sustainability objectives, including goals to reduce GHG emissions in their business operations. A number of corporations are making commitments to reducing their GHG emissions, either through procuring increasing amounts of clean energy, such as RECs, EFECs, or emissions offsets, to offset their carbon footprint over time. Recent examples include the PPA with Microsoft that will support the restart of Crane and the PPA with Meta for the output of Clinton which supports Meta's clean energy goals and the continued operations of Clinton.

Emerging Clean Technologies. The need for new clean, reliable sources of power that can scale, decarbonize the system, and meet new load requirements is leading to rapid advancements in emerging technologies like advanced nuclear power, CCUS, energy storage, advanced geothermal and hydrogen. The improvements in advanced nuclear including Small Modular Reactors (SMR), growing state and federal support, and the potential to rapidly reduce costs with scaled deployment create a potential path to market for new nuclear within the next decade. CCUS is similarly experiencing substantial investment. It also is expected that energy storage will continue to see high levels of investment driven by lower costs and improved technology, state mandates, a backlog of storage projects in the interconnection queue, and utilities seeking large-scale storage capacity to support higher renewables penetration. Advanced geothermal has similar opportunities to scale supply with early deployments de-risking the technologies. Collectively, advanced nuclear, carbon sequestration, energy storage, geothermal, and clean hydrogen are expected to help support emissions reduction goals.

Other Environmental Regulation

Water Quality

Clean Water Act Section 316(b) requires that the cooling water intake structures at facilities that withdraw more than 2 million gallons of water per day for cooling reflect the best technology available to minimize adverse environmental impacts. Our power generation facilities with cooling water intake systems are subject to the EPA's 2014 regulations, which are implemented through NPDES permit renewals. We have completed all required studies and have submitted recommendations for compliance as part of the NPDES/SPDES renewal process. We have submitted the NPDES/SPDES renewal timely for all our owned and operated nuclear stations. Six of the twelve stations we operate and STP have been deemed compliant with the 316(b) rule using existing technology. Until the compliance requirements are determined by the applicable state permitting director for each of the six remaining nuclear stations, on a site-specific basis, we cannot estimate the effect that compliance with the EPA's 2014 rule will have on the operation of our generating facilities and our consolidated financial statements. EPA's rule does not mandate cooling towers or wedge wire screens and allows state permitting directors to require alternative, less costly technologies and/or operational measures, based on a site-specific assessment of the feasibility, costs, and benefits of available options. Should a state permitting director determine that a facility must install cooling towers or wedge wire screens to comply with the rule, that facility's economic viability could be called into question.

In July 2016, the NJDEP issued a final permit for Salem requiring 316(b) studies and deferring the Agency's selection of a final compliance technology. The permit allows Salem to continue to operate utilizing the existing cooling water intake system. The permit was challenged by an environmental organization, and in August 2025, NJDEP Commissioner issued the final agency decision adopting the Office of Administrative Law's initial decision from November 2024 in full. This upheld the 2016 permit and rejected all challenges from the petitioners.

Our hydroelectric and nuclear facilities are required to secure a federal license or permit for activities that may result in a discharge to covered waters. We are required to obtain a state water quality certification for those facilities under Clean Water Act section 401. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for additional information on the status of the 401 Certification from MDE for Conowingo.

We are also subject to the jurisdiction of the Delaware River Basin Commission and the Susquehanna River Basin Commission, regional agencies that primarily regulate water usage.

Solid and Hazardous Waste and Environmental Remediation

CERCLA authorizes response to releases or threatened releases of hazardous substances into the environment, while RCRA primarily regulates ongoing hazardous waste handling and disposal. Under CERCLA, generators and transporters of hazardous substances, and past and present owners and operators of hazardous waste sites, are strictly, jointly and severally liable for the cleanup costs of hazardous substances at sites. These PRPs can be ordered to perform a cleanup, can be sued for costs associated with an EPA-directed cleanup, may voluntarily settle with the EPA concerning their liability for cleanup costs, or may voluntarily begin a site investigation and site remediation under state oversight. Most states have also enacted similar statutes that may apply in many states where we currently own or operate, or previously owned or operated facilities. In addition, RCRA governs treatment, storage, and disposal of solid and hazardous waste and cleanup of sites where such activities were conducted.

Our operations have in the past, and may in the future, require substantial expenditures to comply with these federal and state environmental laws. We may be liable for the costs of remediating environmental contamination of property now or formerly owned by us and of property contaminated by hazardous substances generated or transported by us. We own or lease several real estate parcels, including parcels on which our operations or the operations of others may have resulted in contamination by substances that are considered hazardous under environmental laws. We are, or could become in the future, parties to proceedings initiated by the EPA, state agencies, and/or other responsible parties under CERCLA and RCRA or similar state laws with respect to several sites, or may undertake to investigate and remediate sites for which we may be subject to enforcement actions by an agency or third party.

We have established appropriate contingent liabilities for environmental remediation requirements. In addition, we may be required to make significant additional expenditures not presently determinable for other environmental remediation costs. See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information regarding our environmental matters, remediation efforts, and related impacts to our consolidated financial statements.

Nuclear Waste Storage and Disposal

There are no facilities for the reprocessing or permanent disposal of SNF currently in operation in the United States, nor has the NRC licensed any such facilities. We currently store all SNF generated by our nuclear generating facilities on-site in storage pools or in dry cask storage facilities. Since our SNF storage pools generally do not have sufficient storage capacity for the life of the respective plant, we have developed dry cask storage facilities to support operations.

All our nuclear sites have on-site dry cask storage. On-site dry cask storage in concert with on-site storage pools can meet all current and future SNF storage requirements at each of our sites, including Crane, for the duration of both current and subsequent license periods of all stations and through decommissioning. As of December 31, 2025, we had approximately 97,600 SNF assemblies (23,900 tons) stored on-site in SNF pools or dry cask storage. For a discussion of matters associated with our contracts with the DOE for the disposal of SNF, see Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements.

As a by-product of their operations, nuclear generating units produce LLRW. LLRW is accumulated at each generating station and permanently disposed of at licensed disposal facilities. The Federal Low-Level Radioactive Waste Policy Act of 1980 provides that states may enter into agreements to provide regional disposal facilities for LLRW and restrict use of those facilities to waste generated within the region. Illinois and Kentucky have entered into such an agreement, although neither state currently has an operational site, and none is anticipated to be operational for the next ten years. We ship our Class A LLRW, which represents 93% of LLRW generated at our stations, to disposal facilities in Utah and South Carolina, which have enough storage capacity to store all Class A LLRW for the duration of both current and subsequent license periods for all the stations in our nuclear fleet.

We utilize on-site storage capacity at all our stations to store and stage for shipping Class B and Class C LLRW. We have a contract through 2040 to ship Class B and Class C LLRW to a disposal facility in Texas. The agreement provides for disposal of all Class B and Class C LLRW currently stored at each station as well as the Class B and Class C LLRW generated during the term of the agreement. However, because the production of LLRW from our nuclear fleet will exceed the capacity at the Texas site (3.9 million curies through 2027, with applications submitted by the facility for a 10-year extension and an increase in storage capacity), we will still be required to utilize on-site storage at our stations for Class B and Class C LLRW. We currently have enough storage capacity to store all Class B and Class C LLRW for the duration of both current and subsequent license periods for of all the stations in our nuclear fleet and we continue to pursue alternative disposal strategies for LLRW, including an LLRW reduction program to minimize on-site storage and cost impacts.

Employees

Engaged Workforce

Our employees are our greatest strength. We strive to create a workplace that is inclusive, innovative, and safe for our employees. In order to provide the services and products that our customers expect, we focus on creating the best teams to foster teamwork, mutual respect and the empowerment of employees to contribute at their full potential. We strive to attract highly qualified talent and review our hiring, development and promotion practices to maintain equal opportunity and non-discriminatory processes.

We develop our future highly skilled workforce by focusing on three main areas: (1) elevating career awareness by promoting STEM and energy career pathways; (2) fostering equal opportunities for all individuals; and (3) advancing the skills of workers by investing in training, reskilling, and upskilling programs.

We conducted an employee engagement survey in 2024 to gain insight into engagement and job satisfaction within our workforce, followed by a pulse survey in 2025. We use these surveys to help identify our successes and opportunities for growth. The survey results are shared with leaders at all levels and they are also part of action planning to increase engagement. A robust action planning process is implemented that integrates both centralized action for organization-wide issues and leader-led action for areas unique to their own work groups and/or business areas.

Career Development

We strive to prepare our workforce for the future and help our employees develop competencies to progress in their careers. We work to continuously enhance the knowledge and skills of our workforce through formal assessments, feedback, coaching, mentoring, training, leadership and other development programs.

Well-Being and Benefits

We help our employees maintain and improve their overall well-being, and we offer a wide range of benefits that support physical, mental, financial, and family health. Our comprehensive benefits help our employees care for themselves and their families, now and in the future.

Community

We actively invest in community development through philanthropic giving and employee volunteerism. We work to build a future in which all our employees, customers, business associates and communities benefit from social, environmental and economic progress. We provide opportunities for company-sponsored volunteerism and charitable matching gifts programs. Our employees donated $5.6 million to non-profit organizations of their choice and provided 128,900 volunteer service hours in 2025.

Next Generation of Talent

We aim to attract, retain and advance a world-class workforce that effectively serves our customers and communities. We work toward this objective by sourcing from and developing a broad talent pipeline and cultivating an inclusive and respectful culture where all individuals can develop to reach their full potential. In 2025, we hired over 2,100 employees.

Through our talent acquisition strategy, we work with universities and organizations to attract and recruit STEM-focused students and professionals. Through these collaborations, we participate in mentoring programs, conferences, career fairs and industry events to identify highly skilled talent who may be interested in applying for employment.

Workforce

We provide training and review hiring and promotion processes and perform pay equity analyses. These actions help to create an environment where all employees can thrive and advance based on merit.

The following table shows total number of employees, management, and executives as of December 31, 2025:

Metric	All Employees
Full-Time	15,291
Part-Time	48
Total Employees	15,339

Metric	All Employees
Regular[a]	15,279
Temporary[b]	60
Total Employees	15,339

(a) Regular employees hold a position where employment is for an indeterminate period and the position is expected to continue on an ongoing basis.
(b) Temporary employees hold a position (with or without a contract) for a limited period with an expected end date, typically based on completion of a specific assignment, project, or event.

Turnover Rates

As turnover is inherent, management succession planning is performed and tracked for executives enterprise-wide. Management frequently reviews succession planning to be prepared when positions become available.

The table below shows the turnover rate for regular employees for the year ended December 31, 2025:

Involuntary Termination	1.3 %
Retirement[a]	2.3 %
Voluntary Resignation	3.3 %

(a) For reporting purposes, reflects employees who were at least 55 years of age and had at least 10 years of service at the time they ended employment.

Collective Bargaining Agreements

As of December 31, 2025 approximately 23% of all employees participate in CBAs. The following table presents employee information, including information about CBAs, as of December 31, 2025:

Total Employees Covered by CBAs[a]	Total Number of CBAs[a]	New and Renewed CBAs in 2025[b]	Total Employees Under New and Renewed CBAs in 2025
3,584	21	3	597

(a) Does not include 8 CBAs that were assumed following the acquisition of Calpine in January 2026, representing 177 employees.
(b) Does not include CBAs that expired in 2025 but are operating under interim extension agreements while negotiations are ongoing for renewal.

ITEM 1A. RISK FACTORS

We operate in a complex market and regulatory environment that involves significant risks, many of which are beyond our direct control. Such risks, which could negatively affect our results of operations or financial condition, fall primarily under the categories below:

Risks related to market and financial factors primarily include:

- the price and availability of fuels,
- the generation resources in the markets in which we operate,
- the design of power markets,
- our ability to operate our generating assets,
- our ability to access capital markets,
- the impacts of ongoing competition, and
- emerging technologies, business models, and demand driven by industry trends, including those related to climate change mitigation and transition to a low-emissions economy.

Risks related to legislative, regulatory, and legal factors primarily include changes to, and compliance with, the laws and regulations that govern:

- the renewal of operating licenses,
- the ability to retire or repower units,
- energy policy, including market design,
- environmental and climate policy, and
- tax policy.

Risks related to operational factors primarily include:

- changes in the global climate could produce extreme weather events, which could put our facilities at risk, and such changes could also affect the levels and patterns of demand for energy and related services,
- the safe, secure and effective operation of our facilities and the ability to effectively manage nuclear decommissioning obligations,
- physical, cybersecurity, and third-party reliability risks for us as an owner-operator of generation facilities and as a participant in commodities trading,
- rapid development and integration of AI technologies,
- ability to attract and retain an appropriately qualified workforce, and
- acquisitions or investments in new business initiatives and new markets.

Risks related to the acquisition of Calpine primarily include:

- no assurance of the dividends at the current rate post-acquisition, reduced ownership and voting power for current shareholders, and potential dilution to earnings per share,
- integration challenges including the complex, costly and time-consuming integration process with potential unknown liabilities, and the possible loss of key employees and customers, and

- legal and regulatory risks such as potential lawsuits and substantial costs, as well as valuation risk, which could negatively impact future operating results.

Risks Related to Market and Financial Factors

We are exposed to price volatility associated with both the wholesale and retail power markets and the procurement of nuclear fuel, natural gas, and oil.

We are exposed to commodity price risk for fuel and the unhedged portion of our generation portfolio. Our earnings and cash flows are therefore exposed to variability of spot and forward market prices in the markets in which we operate.

Price of Fuels. The spot market price of electricity for each hour is generally determined by the marginal cost of supplying the next unit of electricity to the market during that hour. Thus, the market price of power is affected by the market price of the marginal fuel, in particular the price of natural gas, used to generate the electricity unit.

Cost and Availability of Fuel. We depend on nuclear fuel, natural gas, and oil to operate most of our generating facilities. The supply markets for nuclear fuel, natural gas, and oil are subject to price fluctuations, availability restrictions, tariffs, counterparty default, and geopolitical risk, which could have a material adverse impact on our results of operations or financial condition.

Geopolitical risks specific to nuclear fuel include the ongoing Russia and Ukraine conflict which has yielded sanctions and legislation by the United States, United Kingdom, European Union, Russia, and Canada impacting the exports and imports of Russian nuclear fuel. An example of such sanctions includes the "Prohibiting Russian Uranium Imports Act" which bans the import of low-enriched uranium into the U.S. that is produced in Russia or by Russian entities, absent a waiver from the DOE. The cycle of production and utilization of nuclear fuel is complex, and we engage a diverse set of suppliers to secure the nuclear fuel needed to continue to operate our nuclear fleet long-term. Non-performance by these suppliers could have a material adverse impact on our results of operations or financial condition. See ITEM 1. BUSINESS – Price and Supply Risk Management and ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK for additional information on the nuclear fuel cycle and procurement.

Demand and Supply. The market price for electricity is also affected by changes in the demand for electricity and the available supply of electricity. Unfavorable economic conditions, milder than normal weather, regulatory intervention, and the growth of energy efficiency and demand response programs can rapidly increase supply or depress demand. In addition, in some markets, the supply of electricity can exceed demand during some hours of the day, resulting in lower market prices, including periods of negative pricing, and loss of revenue for baseload generating plants such as our nuclear plants.

Retail Competition. Our retail operations compete for customers in a competitive environment, which affects the margins we can earn and the volumes we are able to serve. In periods of sustained low natural gas and power prices and low market volatility, retail competitors can aggressively pursue market share because the barriers to entry can be low and wholesale generators (including us) use their retail operations to hedge generation output. Likewise, retail competition is dependent upon continued support of the host state, and state legislative sessions can present repeated opportunities for adjustment and full or partial repeal of retail competition in certain markets.

Market Design. The wholesale markets vary from region to region with distinct rules, practices, and procedures. Changes in these market rules, problems with rule implementation, or failure of any of these markets could adversely affect our business with little notice. The imposition of price caps, the issuance of orders extending the operation of generation resources slated for retirement, the imposition of requirements that new large load secure supply from new generation resources or agree to be interrupted, policies allowing utility-owned generation in restructured states, and policies favoring new resources at the expense of existing resources may lead to a market design that results in the premature retirement of existing resources, which would negatively affect our portfolio of assets as well as the market as a whole. For example, PJM is considering market rule changes as part of its stakeholder process, and the Trump administration, in conjunction with Governors of PJM states, have proposed a framework to govern new load connection and the generation that can serve that load. The outcome of this process is uncertain. See Item 7. Management's Discussion and Analysis of Financial

Condition and Results of Operations - Other Key Business Drivers for additional information on proposed PJM market reforms.

Our risk management policies cannot fully eliminate the risk associated with our commodity trading activities.

Our asset-based power position as well as our power marketing, fuel procurement and other commodity trading activities expose us to risks of commodity price movements. We buy and sell energy and other products and enter financial contracts to manage risk and hedge various positions in our portfolio. We are exposed to volatility in financial results for unhedged positions as well as the risk of ineffective hedges. We attempt to manage this exposure through enforcement of established risk limits and risk management procedures. These risk limits and risk management procedures may not work as planned and cannot eliminate all risks associated with these activities. Even when our policies and procedures are followed, and decisions are made based on projections and estimates of future performance, results of operations could be diminished if the judgments and assumptions underlying those decisions prove to be incorrect. Factors, such as future prices and demand for power, natural gas and other energy-related commodities, become more difficult to predict and the calculations become less reliable the further into the future estimates are made. As a result, we cannot predict the impact that our commodity trading activities and risk management decisions could have on our results of operations or financial condition.

Financial performance and load requirements could be negatively affected if we are unable to effectively manage our power portfolio.

A significant portion of our power portfolio is used to provide power under procurement contracts with load serving entities and other customers. To the extent portions of the power portfolio are not needed for that purpose, our output is sold in the wholesale power markets. To the extent our power portfolio is not sufficient to meet the requirements of our customers under the related agreements, we must purchase power in the wholesale power markets. Our financial results could be negatively affected if we are unable to cost-effectively meet the load requirements of our customers, manage our power portfolio or effectively address the changes in the wholesale power markets.

We may be affected by emerging technologies that could, over time, affect or transform the energy industry.

Advancements in both distributed and utility-scale power generation technology could impact market prices and demand size and behaviors. For instance, commercial and residential solar generation installations, energy storage improvements that include batteries and fuel cells, and other emerging technologies are improving the cost-effectiveness of customer self-supply of electricity. Improvements in energy efficiency of lighting, appliances, equipment and building materials will also affect energy consumption by customers. Advancements in nuclear technology, CCUS, storage and advanced geothermal may contribute to a substantial increase in the supply of clean, reliable baseload power, impacting market prices. CCUS technology may also allow for gas generation to continue to be a viable source of clean electricity and provide for future growth of clean gas-powered generation. Further, advancements in AI and other technology could lead to reduced barriers of entry resulting in increased competition from new market participants.

These developments could affect the price of energy, levels of customer-owned generation, customer expectations and current business models and make portions of our generation facilities uneconomic prior to the end of their useful lives. These technologies could also result in further declines in commodity prices or demand for delivered energy. Each of these factors could affect our results of operations or financial condition through, among other things, reduced operating revenues, increased operating and maintenance expenses, increased capital expenditures, and potential asset impairment charges or accelerated depreciation and decommissioning expenses over shortened remaining asset useful lives.

Market performance and other factors could decrease the value of our NDT funds and employee benefit plan assets, which then could require significant additional funding.

Disruptions in the capital markets and their actual or perceived effects on particular businesses and the broader economy could adversely affect the value of the investments held within our NDTs and employee benefit plan trusts. We have significant obligations in these areas and hold substantial assets in these trusts to meet those

obligations. The asset values are subject to market fluctuations and will yield uncertain returns, which could fall below our projected return rates. A decline in the market value of the NDT fund investments could increase our funding requirements to decommission our nuclear plants. A decline in the market value of the pension and OPEB plan assets would increase the funding requirements associated with our pension and OPEB plan obligations. Additionally, our pension and OPEB plan liabilities are sensitive to changes in interest rates. As interest rates decrease, the liabilities increase, potentially increasing benefit costs and funding requirements. See Note 10 — Asset Retirement Obligations and Note 14 — Retirement Benefits of the Combined Notes to Consolidated Financial Statements for additional information.

We could be negatively affected by unstable capital and credit markets and increased volatility in commodity markets.

We rely on the capital markets, particularly for publicly offered debt, as well as the banking and commercial paper markets, to meet our financial commitments and short-term liquidity needs. Disruptions in the capital and credit markets in the United States or abroad could negatively affect our ability to access the capital markets or draw on our bank revolving credit facilities. The banks may not be able to meet their funding commitments to us if they experience shortages of capital and liquidity or if they experience excessive volumes of borrowing requests within a short period of time. The inability to access capital markets or credit facilities, and longer-term disruptions in the capital and credit markets as a result of uncertainty, changing or increased regulation, reduced alternatives or failures of significant financial institutions could result in the deferral of discretionary capital expenditures, affect our ability to effectively hedge our generation portfolio, require changes to our hedging strategy in order to reduce collateral posting requirements, or require a reduction in discretionary uses of cash. In addition, we have exposure to worldwide financial markets, including Europe, Canada, and Asia. Disruptions in these markets could reduce or restrict our ability to secure sufficient liquidity or secure liquidity at reasonable terms. As of December 31, 2025, approximately 26%, 8%, and 13% of our available credit facilities were with European, Canadian, and Asian banks, respectively.

The strength and depth of competition in energy markets depend heavily on active participation by multiple trading parties, which could be negatively affected by disruptions in the capital and credit markets and legislative and regulatory initiatives that could affect participants in commodities transactions. Reduced capital and liquidity and failures of significant institutions that participate in the energy markets could diminish the liquidity and competitiveness of energy markets that are important to our business. Perceived weaknesses in the competitive strength of the energy markets could lead to pressures for greater regulation of those markets or attempts to replace market structures with other mechanisms for the sale of power, including the requirement of long-term contracts.

If we were to experience a downgrade in our credit ratings to below investment grade or otherwise fail to satisfy the credit standards in our agreements with our counterparties or regulatory financial requirements, we would be required to provide significant amounts of collateral that could affect our liquidity and we could experience higher borrowing costs.

Our business is subject to credit quality standards that could require us to post collateral for our obligations upon a decline in ratings. We are also subject to certain financial requirements under NRC regulations as a result of our operation of nuclear power plants that could require us to provide cash collateral or surety bonds if those requirements are not met. One or both events could adversely affect available liquidity and, in the case of a rating downgrade, borrowing and credit support costs.

See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Liquidity and Capital Resources – Credit Matters and Cash Requirements – Security Ratings and Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information regarding the potential impacts of credit downgrades on our cash flows.

If we fail to meet project-specific financing agreement requirements, we could experience an impairment or loss of the financed project.

We have project-specific financing arrangements and must meet the requirements of various agreements relating to those financings. Failure to meet those arrangements could give rise to a project-specific financing default which, if not cured or waived, could result in the specific project being required to repay the associated debt or

other borrowings earlier than otherwise anticipated, and if such repayment were not made, the lenders or security holders would generally have broad remedies, including rights to foreclose against the project assets and related collateral or to force our subsidiaries in the project-specific financings to enter bankruptcy proceedings. The impact of bankruptcy could result in the impairment or loss of certain project assets. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

The impacts of significant economic downturns (i.e., recession) could lead to decreased volumes delivered and increased expense for uncollectible customer balances.

The impacts of significant economic downturns on our retail customers, such as less demand for the products and services provided by our C&I customers, could result in an increase in the number of uncollectible customer balances and related expense.

See ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK and Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information on our credit risk.

We may be adversely affected by the effects of sustained inflation.

An increase in inflation rates could result in higher interest rates and capital costs, increased costs of labor, and other similar effects. If inflation rates rise or become elevated for a sustained period, they could have a material adverse effect on our business, financial condition, results of operations and liquidity. Although we may take measures to mitigate the impact of inflation, those measures may not be effective.

Long-lived assets, goodwill, and other assets could become impaired.

Long-lived assets – principally, generation assets – represent the single largest asset class on our Consolidated Balance Sheets. In addition, we expect to have a significant goodwill balance following the acquisition of Calpine in January 2026.

In accordance with GAAP, the acquisition of Calpine will be accounted for as a business combination. We expect that the consideration transferred is greater than the fair value of the net assets acquired, and therefore we anticipate recording goodwill on the opening balance sheet. The acquired goodwill will be allocated to the appropriate reporting units of the combined company.

We evaluate the recoverability of the carrying value of long-lived assets to be held and used whenever events or circumstances indicating a potential impairment may exist. Factors such as, but not limited to, the business climate, including current and future energy and market conditions, environmental regulation, and the condition of assets are considered. We assess goodwill for impairment at least annually or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting units below their carrying amount. Changes in significant assumptions, including discount rates, energy prices, projected operating costs, and cash flows could potentially result in future impairments of goodwill.

An impairment would require us to reduce the carrying value of the long-lived asset and goodwill to fair value through a non-cash charge to expense by the amount of the impairment and could have a material adverse impact on our future operating results or financial condition. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Critical Accounting Policies and Estimates, Note 1 — Basis of Presentation, Note 8 — Property, Plant, and Equipment, and Note 12 — Intangible Assets of the Combined Notes to Consolidated Financial Statements for additional information on long-lived asset impairments.

We could incur substantial costs in the event of non-performance by third parties under indemnification agreements. We are exposed to other credit risks in the power markets that are beyond our control.

We have entered into various agreements with counterparties that require those counterparties to reimburse us and hold us harmless against specified obligations and claims. To the extent that any of these counterparties are

affected by deterioration in their creditworthiness or the agreements are otherwise determined to be unenforceable, we could be held responsible for the obligations.

We have issued indemnities to third parties regarding environmental or other matters in connection with purchases and sales of assets, including several of the Exelon utilities in connection with our absorption of their former generating assets. We could incur substantial costs to fulfill our obligations under these indemnities.

In the bilateral markets, we are exposed to the risk that counterparties that owe us money or are obligated to purchase energy or fuel from us will not perform under their obligations for operational or financial reasons. In the event the counterparties to these arrangements fail to perform, we could be forced to purchase or sell energy or fuel in the wholesale markets at less favorable prices and incur additional losses, to the extent amounts, if any, were already paid to the counterparties. In the spot markets, we are exposed to risk as a result of default sharing mechanisms that exist within certain markets, primarily RTOs and ISOs. We are also a party to agreements with entities in the energy sector that have experienced rating downgrades or other financial difficulties. In addition, our retail sales subject us to credit risk through competitive electricity and natural gas supply activities to serve C&I companies, governmental entities, and residential customers. Retail credit risk results when customers default on their contractual obligations. This risk represents the loss that could be incurred due to the nonpayment of a customer's account balance, as well as the loss from the resale of energy previously committed to serve the customer.

Expiration or termination of our PPAs and other contractual agreements may significantly reduce our revenue and allow the counterparty or customer to seek liquidated damages.

A material portion of our portfolio is sold under PPAs that expire at various times. We seek to extend contracts or sell any generation not sold under PPAs on a short-term basis as market opportunities arise. Our non-contracted generation is generally sold on the spot market at current market prices as merchant energy. When the terms of each of our various PPAs expire, it is possible that the price paid to us for generation under subsequent arrangements or in short-term markets may be significantly less than the price paid to us under the PPA. Without the benefit of PPAs, we may not be able to sell any or all of the capacity from these generation facilities at commercially attractive rates, and these generation facilities may not be able to operate profitably.

The counterparty or customer may terminate or fail to comply with the terms of our PPAs, construction agreements, commodity contracts, maintenance agreements and other contractual arrangements. Additionally, if we fail to meet our contractual obligations they may seek to enforce the liquidated damages provisions contained in such agreements.

Risks Related to Legislative, Regulatory, and Legal Factors

Federal or state legislative or regulatory actions could negatively affect the scope and functioning of the wholesale markets.

Approximately 70% of our generating resources, which include directly owned assets and capacity obtained through long-term contracts, are in the area encompassed by PJM. Our future results of operations are impacted by (1) FERC's and PJM's level of support for policies that favor the preservation of competitive wholesale power markets, recognize the value of emissions-free electricity and resiliency, complement states' energy objectives and policies and (2) the absence of material changes to market structures that would limit or otherwise negatively affect us. Market rules in other regions could affect us in a similar fashion. We could also be affected by state laws, regulations or initiatives to subsidize existing or new generation.

FERC's requirements for market-based rate authority could pose a risk that we may no longer satisfy FERC's tests for market-based rates. A loss of market-based rate authority would mean that we would sell power at cost-based rates.

Our business is highly regulated and could be negatively affected by legislative and/or regulatory actions.

Substantial aspects of our business are subject to comprehensive federal or state legislation and/or regulation.

Our results of operations and financial condition are significantly affected by our sales and purchases of commodities at market-based rates, as opposed to cost-based or other similarly regulated rates. Federal and state regulatory and legislative action designed to limit market-based rates through capacity market mitigation, energy and capacity pricing restrictions, new generation mandates, or other means, may negatively impact our results of operations. Federal or state legislative and regulatory efforts to preserve the environmental attributes and reliability benefits of zero-emission nuclear-powered generating facilities could be subject to legal and regulatory challenges and, if overturned, could result in the early retirement of certain of our nuclear plants. The PTC benefiting existing nuclear plants included in the IRA (starting January 1, 2024) and affirmed by the OBBBA continues to be the subject of additional guidance issued from the U.S. Treasury and IRS, which may negatively impact the amount of benefits we ultimately receive. In addition, the duration of the PTC program, the value of the PTC, and/or the existence of the PTC could be affected by legislative action and may have significant adverse effects on our financial performance depending on the future gross receipts received by our nuclear units. Additionally, Federal Power Act Section 202(c) authorizes the issuance of emergency orders requiring power plants to operate or to mandate temporary electricity connections to prevent grid failure during emergencies such as severe weather, fuel shortages, or sudden demand spikes. The exercise of such authority could have an adverse impact on our results of operations if we are required to operate units when it is not economical.

Fundamental changes in regulations or other adverse legislative actions affecting our business would require changes in our business planning models and operations. We cannot predict when or whether legislative and regulatory proposals could become law or what their effect would be. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for additional information.

NRC actions could negatively affect the operations and profitability of our nuclear generating fleet.

Regulatory Risk. A change in the Atomic Energy Act or the applicable regulations or licenses could require a substantial increase in capital expenditures or could result in increased operating or decommissioning costs. Events at nuclear plants owned by others, as well as those owned by us, could cause the NRC to initiate such actions.

Spent Nuclear Fuel Storage. Our nuclear operations produce various types of nuclear waste materials, including SNF. The approval of a national repository for the storage of SNF and the timing of that facility opening will significantly affect the costs associated with storage of SNF and the ultimate amounts received from the DOE to reimburse us for these costs.

Any regulatory action relating to the timing and availability of a repository for SNF could adversely affect our ability to decommission fully our nuclear units. We cannot predict whether a fee may be established or to what extent, in the future for SNF disposal. See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information.

We could be subject to higher costs and/or penalties related to mandatory reliability standards.

We, as a user of the bulk power transmission system, are subject to mandatory reliability standards promulgated by NERC and enforced by FERC. The standards are based on the functions that need to be performed to ensure the bulk power system operates reliably and are guided by reliability and market interface principles. Compliance with or changes in the reliability standards could subject us to higher operating costs and/or increased capital expenditures. If we were found in non-compliance with the federal and state mandatory reliability standards, we could be subject to remediation costs as well as sanctions, which could include substantial monetary penalties.

We could incur substantial costs to fulfill our obligations related to environmental and other matters.

We are subject to extensive environmental regulation and legislation by local, state and federal authorities. These laws and regulations affect the way we conduct our operations and make capital expenditures, including how we handle air and water emissions, hazardous and solid waste, and activities affecting surface waters, groundwater, and aquatic and other species. Violations of these requirements could subject us to enforcement actions, capital expenditures to bring existing facilities into compliance, additional operating costs for remediation and cleanup

costs, civil penalties and exposure to third parties' claims for alleged health or property damages or operating restrictions to achieve compliance. In addition, we are subject to liability under these laws for the remediation costs for environmental contamination of property currently or formerly owned by us and of property contaminated by hazardous substances we generated or released. Also, we are currently involved in several proceedings relating to sites where hazardous substances have been deposited and could be subject to additional proceedings in the future. See ITEM 1. BUSINESS – Environmental Matters and Regulation and Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information.

We could be negatively affected by federal and state RPS and/or energy conservation legislation, along with energy conservation by customers.

Changes to current state legislation or the development of federal legislation that requires the use of clean, renewable and alternate fuel sources could significantly impact us. The impact could include reduced use of some of our generating facilities with effects on our operating revenues and costs.

Federal and state legislation mandating the implementation of energy conservation programs, GHG emission limitations, and new energy consumption technologies could cause declines in customer energy consumption and lead to a decline in our operating revenues. We could incur costs to further limit the GHG emissions from our operations or otherwise comply with applicable requirements. To the extent such additional regulation or legislation does not become effective, the potential competitive advantage offered by our low-emissions profile may be reduced. See ITEM 1. BUSINESS – Environmental Matters and Regulation – Renewable and Clean Energy Standards and "We may be affected by emerging technologies that could, over time, affect or transform the energy industry" above for additional information.

Our financial performance could be negatively affected by risks arising from our ownership and operation of hydroelectric facilities.

FERC has the exclusive authority to license most non-federal hydropower projects located on navigable waterways, federal lands, or connected to the interstate electrical grid. If FERC does not issue new operating licenses for our hydroelectric facilities in the future or a station cannot be operated through the end of its current operating license, our results of operations could be adversely affected by increased depreciation rates and accelerated future decommissioning costs, since depreciation rates and decommissioning cost estimates are currently based on the available license term for each facility. We could also lose operating revenues and incur increased purchased power and fuel expense to meet our supply commitments. In addition, conditions could be imposed as part of the license renewal process that could adversely affect operations, require a substantial increase in capital expenditures, result in increased operating costs or render the project uneconomic. Similar effects could result from a change in the Federal Power Act or the applicable regulations due to events at hydroelectric facilities owned by others, as well as those owned by us. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for additional information regarding the license renewal for the Conowingo hydroelectric project.

We could be negatively affected by challenges to tax positions taken, tax law changes and the inherent difficulty in quantifying potential tax effects of business decisions.

We are required to make judgments in order to estimate our obligations to taxing authorities. These tax obligations include income, real estate, sales and use, and employment-related taxes and ongoing appeal issues related to these tax matters. These judgments include reserves established for potential adverse outcomes regarding tax positions that have been taken that could be subject to challenge by the tax authorities. See Note 1 — Basis of Presentation and Note 13 — Income Taxes of the Combined Notes to Consolidated Financial Statements for additional information.

Following the Calpine acquisition in January 2026, we have several government awards for projects involving cost-share agreements with the DOE, which could be affected by our inadvertent failure to comply with certain laws, rules, and regulations.

At five facilities, Calpine has completed or commenced front-end engineering design studies for post-combustion CCUS technology and has also received funding from the DOE for certain geothermal drilling technologies for the Geysers Assets.

As a recipient of federal funds under grants and cooperative agreements, in addition to our ordinary contractual obligations, we must comply with various rules and regulations applicable to entities that perform awards in support of government entities. Many of these additional obligations are contained in the terms of the awards themselves and in federal regulations, which regulate the formation, administration and performance of non-procurement federal financial assistance awards, which are subject to change. We must also comply with various national policy requirements prescribed by statute, executive order, policy guidance issued by the Executive Office of the President or other regulations subject to change.

Additionally, our contractors must also comply with these federal requirements, and any non-compliance by our contractors or their subcontractors could similarly affect our grant status and expose us to additional risks and liabilities. While we will continue to implement audits and monitor contractual rights for our contractors, failure by our contractors to comply with all regulatory requirements fully could materially affect our business and prospects.

Our performance under our U.S. government awards and our compliance with the terms of those awards and applicable laws and regulations are subject to periodic investigation audits, reviews and investigations by various U.S. government agencies. The current environment may lead to increased regulatory scrutiny and sanctions for non-compliance by such agencies.

Compliance with these laws and regulations affects how we do business and may impose added costs on our business. Failure to comply may lead to penalties, including whole or partial suspension or termination of our U.S. government awards and/or suspension or debarment from contracting with federal agencies.

Legal proceedings could result in a negative outcome, which we cannot predict.

We are involved in legal proceedings, claims, and litigation arising from our business operations. Our material legal proceedings, claims, and litigation are summarized in Note 3 — Regulatory Matters and Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements. Adverse outcomes in these proceedings could lead to significant expenditures, loss of revenue, or the restriction of existing business activities.

We could be subject to adverse publicity and reputational risks, which make us vulnerable to negative customer perception and could lead to increased regulatory oversight or other consequences.

We could be the subject of public criticism. Adverse publicity of this nature could render public service commissions and other regulatory and legislative authorities less likely to view energy companies in a favorable light, and could cause those companies, including us, to be susceptible to less favorable legislative and regulatory outcomes, as well as increased regulatory oversight and more stringent legislative or regulatory requirements.

Risks Related to Operational Factors

We are subject to risks associated with weather, including its effect on the supply and demand for electricity, as well as impacts from climate change, including extreme weather events.

Our operations are affected by weather, which impacts demand for electricity and natural gas, the price of energy commodities, and operating conditions. Warmer weather in the summer or colder weather in the winter than assumed could require greater resources to meet our contractual commitments. Extreme weather conditions or storms could affect the availability of generation and the transmission of electricity, limiting our ability to source electricity or transmit it to our customers. It could also impair our ability to transport natural gas to our generating assets and regassification facilities as well as our ability to supply natural gas to our customers. Drought-like conditions limiting water usage could impact our ability to run certain generating assets at full capacity. These conditions, which cannot be accurately predicted, could cause us to seek additional replacement supply at a time when supply is constrained.

Various forms of power generation and energy-intensive activities, such as data centers, depend on water access to operate. Certain of our assets in the West and Texas Regions, including Calpine's Geysers Assets acquired in January 2026, have experienced drought conditions in the recent past. Disruptions in water

availability such as droughts, curtailment, or high prices may impact our ability to generate energy or serve customers, adversely impacting our operations and financial condition. Further, disruptions in water availability at the Geysers Assets may affect the water injection program, steam production and generation levels.

Weather projections suggest increases to summer temperature, humidity trends, and more erratic precipitation and storm patterns over the long term in the areas where we have generation assets. The frequency of weather conditions outside the current expected climate norms could contribute to the weather-related impacts discussed above. We primarily operate in areas that have historically been prone to various types of severe weather events. Our physical facilities could be placed at greater risk of damage should changes in the global climate impact temperature and weather patterns, and result in more intense, frequent and extreme weather events, unprecedented levels of precipitation, sea level rise, increased surface water temperatures, and/or other effects. Over time, we may need to make additional investments to protect our facilities from physical climate-related risks.

We may be exposed to climate mitigation and transition risks if we are adversely affected by changes to the energy systems as a result of new technologies, changing customer expectations and/or voluntary GHG goals, as well as local, state or federal regulatory requirements intended to reduce GHG emissions.

See ITEM 1. BUSINESS – Environmental Matters and Regulation – GHG & Climate Risks for additional information.

We are subject to certain risks associated with the operation and maintenance of generation facilities.

Operations at any of our generation facilities that we operate as well as those that we own and are operated by others could degrade to the point where the operator must shut down the plant or operate at less than full capacity. If this were to happen, identifying and correcting the causes could require significant time and expense. The operator could choose to close a plant rather than incurring the expense of restarting it or returning the plant to full capacity. In either event, we could lose revenue and incur increased purchased power and fuel expense to meet supply commitments.

In addition, we depend on facilities and assets that we do not own or control for the transmission to our customers or the distribution to our generation facilities. If these transmission and distribution systems are disrupted or the capacity of those systems is inadequate, our ability to sell and deliver power products or obtain fuel may be hindered.

Our financial performance could be negatively affected by matters arising from our ownership and operation of nuclear facilities.

Nuclear capacity factors. Capacity factors for nuclear generating units significantly affect our results of operations. Lower capacity factors could decrease our revenues and increase operating costs by requiring us to produce additional energy from our natural gas and oil-fueled facilities or purchase additional energy in the spot or forward markets in order to satisfy our supply obligations to committed third-party sales. These sources generally have higher costs to produce energy relative to our nuclear stations.

Nuclear refueling outages. In general, refueling outages are planned to occur once every 18 to 24 months. The total number of refueling outages, along with their duration, could have a significant impact on our results of operations. When refueling outages last longer than anticipated or we experience unplanned outages, capacity factors decrease, and we face lower margins due to higher energy replacement costs and/or lower energy sales and higher operating and maintenance costs.

Nuclear fuel. In addition to the risks around the cost and availability of nuclear fuel discussed previously, the quality of nuclear fuel we use could affect the efficiency and costs of our operations. Remediation actions could result in increased costs due to accelerated fuel amortization, increased outage costs and/or increased costs due to decreased generation capabilities.

We do not procure the fuel for the sites we do not operate. If the operator is unable to procure fuel sufficient to operate the plant or at an uneconomical price, our results of operations could be adversely impacted.

Additionally, if we are required to arrange for the safe and permanent disposal of SNF beyond current expectations, this could lead to substantial expense or capital expenditures. See "NRC actions could negatively affect the operations and profitability of our nuclear generating fleet" above for additional information on the storage of SNF.

Nuclear major incident risk and insurance. The consequences of a major incident could be severe and include loss of life and property damage. Any resulting liability from a nuclear plant major incident within the United States, owned or operated by us or owned by others, could exceed our resources, including insurance coverage. We are a member of an industry mutual insurance company, NEIL, which provides property and accidental outage insurance for our nuclear operations. Uninsured losses and other expenses, to the extent not recovered from insurers or the nuclear industry, could be borne by us. Additionally, an accident or other significant event at a nuclear plant within the United States or abroad, whether owned by us or others, could result in increased regulation and reduced public support for nuclear-fueled energy.

As required by the Price-Anderson Act, we carry the maximum available amount of nuclear liability insurance, $500 million for each operating site. Claims exceeding that amount are covered through mandatory participation in a financial protection pool. In addition, the U.S. Congress could impose revenue-raising measures on the nuclear industry to pay claims exceeding the $16.3 billion limit for a single incident.

See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information on nuclear insurance.

Decommissioning obligation and funding. NRC regulations require that licensees of nuclear generating facilities demonstrate reasonable assurance that funds will be available in certain minimum amounts at the end of the life of the facility to decommission the facility.

Actual costs to decommission our nuclear facilities may substantially exceed our estimates as a result of changes in the approach and timing of decommissioning activities, changes in decommissioning costs, changes in federal or state regulatory requirements, other changes in our estimates or our ability to effectively execute on planned decommissioning activities.

We have recourse to collect additional amounts from utility customers through PECO (subject to certain limitations and thresholds) for former PECO units and through CenterPoint and AEP Texas for STP units. If circumstances changed such that there was an inability to continue to make contributions to the trust funds of the former PECO or STP units based on amounts collected from utility customers, or if we no longer had recourse to collect additional amounts from the respective utility customers if there was a shortfall of funds for decommissioning, the adequacy of the trust funds related to these units could be negatively affected. Any changes to the utilities' regulatory agreements could impact our ability to offset decommissioning-related activities for these units within our results of operations, and the impact to our results of operations or financial condition could be material.

Should the expected value of the NDT fund for any former ComEd unit fall below the amount of the expected decommissioning obligation for that unit, the accounting to offset decommissioning-related activities for that unit may be temporarily suspended or discontinued, and the decommissioning-related activities would be recognized in our results of operations, the impact of which could be material.

Forecasting trust fund investment earnings and costs to decommission nuclear generating stations requires significant judgment, and actual results could differ significantly from current estimates. If the investments held by our NDT funds are not sufficient to fund the decommissioning of our nuclear units, we could be required to take steps, such as providing financial guarantees through letters of credit or parent company guarantees or making additional contributions to the trusts, which could be significant, to ensure that the trusts are adequately funded and that current and future NRC minimum funding requirements are met.

See Note 10 — Asset Retirement Obligations of the Combined Notes to Consolidated Financial Statements for additional information.

The productivity of Calpine's geothermal resources acquired in January 2026 may be lower than expected, and it is possible that certain of leases for geothermal steam fields may not be renewed or may be renewed at less favorable terms.

Geothermal resource productivity can decline unexpectedly, leading to insufficient reserves for sustained power generation at desired power capacity. Mismanagement or inaccurate estimates of steam reserves could adversely affect our results of operations or financial condition.

Geothermal steam fields are leased for the Geysers Assets, with most leases lasting 5 to 20 years initially and continuing as long as resources are produced and sold. Many leases are over 30 years old and remain active. Federal leases start at 10 years and can be renewed for up to 50 years. Most other leases continue for the economic life of the assets, with renewal options if resources remain commercially viable. While we expect to renew leases as needed, some may not be renewed or could have less favorable terms.

We are subject to evolving physical security, cybersecurity, and third-party reliability risks.

Threat actors continue to seek to exploit potential vulnerabilities in the energy sector associated with protection of sensitive and confidential information, grid infrastructure, and other energy infrastructures. These attacks and disruptions, both physical and cyber, are becoming increasingly sophisticated and dynamic. Security incidents such as ransomware attacks are becoming increasingly prevalent and severe, as well as increasingly difficult to detect. In addition, geopolitical issues, to include conflicts in the Ukraine and the Middle East, as well as tensions between the U.S. and China, may motivate cyber-attacks which could impact the U.S. energy sector and our Company via supply chain disruptions or direct targeting.

A security breach, including, but not limited to, physical or electronic intrusions, computer viruses, malware, attacks by cyber criminals or nation state threat actors, ransomware attacks, phishing attacks, supply chain attacks, third-party breaches, and other similar breaches of our physical assets or information systems, or those of our competitors, vendors, business partners and interconnected entities in RTOs, ISOs, and other energy markets, or regulators have the potential to disrupt our business and result in harm to the Company. Security breaches can also occur as a result of non-technical issues, including intentional or inadvertent actions by our employees, third-party service providers or their personnel or other parties. Our customers depend on the continuous availability of our commercial and generation operations. A failure, interruption, or breach of our operational or information security systems, or those of our third-party service providers, as a result of cyber-attacks or information security breaches could disrupt our business, result in the disclosure or misuse of confidential or proprietary information, damage our reputation, cause loss of customers or revenue, increase our costs, result in litigation and/or regulatory action, and/or cause other losses, any of which might have a materially adverse impact on our business operations and our financial condition or results of operations. Operational harm could be in the form of impact to the generation fleet, our commercial operations, and/or reliability of the bulk power system. Impacts to confidential or proprietary information could include inappropriate release of certain types of information, including critical infrastructure, sensitive customer, vendor and employee, trading, export control or other confidential information. If a significant security breach were to occur, our reputation could be negatively affected, customer confidence in us or others in the industry could be diminished, or we could be subject to legal claims, loss of revenues, increased costs, regulatory penalties, or operational shutdown.

We currently utilize a mix of third-party managed service providers to host and support our information technology, customer support, and generation operations. For example, our data centers are hosted in vendor-managed co-location facilities; we also host infrastructure with major cloud service providers and utilize enterprise business systems. Consequently, we may be subject to short- and long-term interruptions, delays and outages in service and availability due to third-party cybersecurity or reliability incidents that are outside of our direct control. In the future we may experience interruptions, delays and outages in service and availability from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions and capacity constraints. Coordinated physical and or cyber-attacks that disrupt multiple key electric or natural gas assets of unaffiliated, interconnected parties (such as parties responsible for real-time planning and management of the bulk power system) could impact our ability to provide generation, potentially resulting in localized and regional blackouts affecting third parties and the public, many of which might have no direct commercial relationship with the Company.

We cannot anticipate, detect, repel, or implement fully effective preventative measures against all cyber threats, particularly because the techniques used are constantly evolving. Similarly, we cannot guarantee uninterrupted availability of third-party managed systems that may be affected by factors unrelated to cybersecurity incidents. Our implementation of generative AI to improve business and operational performance has led to the introduction of enhanced technologies that pose distinct governance and security risk management challenges. Continued implementation of advanced digital technologies, including generative AI and machine learning, increases the potentially unfavorable impacts of such attacks and reliability, and may introduce new vulnerabilities and threat tactics. For example, threat actors could use AI to develop malicious code and sophisticated phishing attempts. As threats continue to evolve, we may be required to expend additional resources to continue to enhance our information security measures and/or to investigate and remediate information security vulnerabilities. While we have not experienced a material breach or disruption to our network or information systems or our operations to date, future attacks or reliability may negatively impact our business, reputation, or financial results.

Although we maintain insurance coverage for cyber events, the amount and scope of insurance maintained against losses resulting from a significant event or security breach may not be sufficient to cover losses or otherwise adequately compensate for any business disruptions that could result. There can be no assurance that such insurance will be available on commercially reasonable terms in the future. In addition, new or updated security regulations or new vulnerabilities identified by security researchers, third-party suppliers, or threat actors could require changes in current measures taken by security or our business operations and could adversely affect our results of operations or financial condition.

Our acquisition of Calpine in January 2026 introduces expanded cybersecurity and physical security risks. As part of the integration, we have and expect to continue to evolve our systems, processes, and technical controls in connection with Calpine's information technology and operational technology. Our acquisition of Calpine and the visibility of the transaction will likely increase attention from potential cyber threat actors, potential insider threats, and opportunistic adversaries.

We are continuously evolving our cybersecurity strategy and technical controls to prepare for, identify, protect, detect, respond, and recover our technology systems, information and operations from such attacks. See ITEM 1C. CYBERSECURITY for more information.

The rapid development and integration of AI technologies into our processes presents several risks to our business.

The use of AI technologies in our operations presents risks that could adversely affect our business, financial condition, results of operations and reputation. AI systems, whether developed internally or used by our vendors, service providers or business partners, may produce inaccurate, biased or misleading outputs or experience errors, security vulnerabilities or other failures, which could result in operational disruptions, flawed decision-making, data loss, cybersecurity incidents or reputational harm. The use of AI may also increase the risk of inadvertent disclosure or misuse of proprietary, confidential or personal information. In addition, the legal and regulatory landscape governing AI technologies is rapidly evolving and uncertain, and compliance with new or changing requirements may impose significant costs or limit our ability to develop, deploy or use AI. If we fail to keep pace with the rapid evolution of AI technologies in our industry and the segments we serve, our competitive position and business results could be negatively impacted.

Our employees, contractors, customers and the general public could be exposed to a risk of injury due to the nature of the energy industry.

Employees and contractors throughout the organization work in, and the general public could be exposed to, potentially dangerous environments near our operations. As a result, employees, contractors and the general public are at some risk for serious injury, including loss of life. These risks include, but are not limited to, nuclear accidents, dam failure, gas explosions, and electric contact cases.

Natural disasters, war, acts and threats of terrorism, pandemic and other significant events could negatively impact our results of operations, ability to raise capital, and future growth.

Our fleet of power plants and the transmission infrastructure to which they are connected could be affected by natural disasters and extreme weather events, which could result in increased costs, including supply chain costs. Natural disasters and other significant events increase our risk that the NRC or other regulatory or

legislative bodies could change the laws or regulations governing, among other things, operations, maintenance, operating licenses, decommissioning, SNF storage, insurance, emergency planning, security and environmental and radiological matters. In addition, natural disasters could affect the availability of a secure and economical supply of water in some locations, which is essential for our continued operation, particularly the cooling of generating units.

Some of Calpine's geothermal, natural gas power plants, and battery storage sites, which were acquired in January 2026 are exposed to frequent minor earthquakes and wildfire risks, mainly in the West. Severe weather and wildfires, especially in California, have disrupted operations and damaged assets like the Geysers Assets. Such events can cause injuries, property damage, and service interruptions, resulting in significant liabilities. Electric utilities may shut down power for public safety reasons during periods of extreme fire hazard. Any shutdown that halts operation at our power plants may reduce our revenues.

The impact that potential terrorist attacks could have on the industry and on us is uncertain. We face a risk that our operations would be direct targets or indirect casualties of an act of terror. Any retaliatory military strikes or sustained military campaign could affect our operations in unpredictable ways, such as changes in insurance markets and disruptions of fuel supplies and markets, particularly uranium and oil. Furthermore, these catastrophic events could compromise the physical or cybersecurity of our facilities, which could adversely affect our ability to manage our business effectively. Instability in the financial markets as a result of terrorism, war, natural disasters, pandemic, credit crises, recession or other factors also could result in a decline in energy consumption or interruption of fuel or the supply chain. In addition, the implementation of security guidelines and measures has resulted in and is expected to continue to result in increased costs.

We could be significantly affected by the outbreak of a pandemic. We have plans in place to respond to a pandemic. However, depending on the severity of a pandemic and the resulting impacts to workforce and other resource availability, the ability to operate our generating assets could be adversely affected.

We maintain a level of insurance coverage consistent with industry practices against property, casualty, and cybersecurity losses subject to unforeseen occurrences or catastrophic events that could damage or destroy assets or interrupt operations. However, there can be no assurance that the amount of insurance will be adequate to address such property and casualty losses. Furthermore, the scenarios above could result in adverse changes in insurance deductibles, premiums, coverage and/or limits.

Our business is capital intensive, and our assets could require significant expenditures to maintain and are subject to operational failure, which could result in potential liability.

Our business is capital intensive and requires significant investments in electric generating facilities. The operation of power plants and battery storage facilities involves risks, including the breakdown or failure of power generation or storage equipment, transmission lines, pipelines or other equipment or processes, performance below expected levels of output or efficiency, and other issues beyond our control that could be costly to remedy. Our results of operations or financial condition could be negatively affected if we were unable to effectively manage our capital projects or raise the necessary capital. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Liquidity and Capital Resources for additional information regarding our potential future capital expenditures.

Our performance could be negatively affected if we fail to attract and retain an appropriately qualified workforce.

Certain events, such as an employee strike, loss of employees, loss of contract resources due to a major event, and an aging workforce without appropriate replacements, could lead to operating challenges and increased costs for us. The challenges include lack of resources, loss of knowledge, and a lengthy time period associated with skill development. In this case, costs, including costs for contractors to replace employees, productivity costs and safety costs, could arise. We are particularly affected due to the specialized knowledge required of the technical and support employees for generation operations.

We could make acquisitions or investments in new business initiatives and new markets, which may not be successful or achieve the intended financial results.

We could continue to pursue growth in our existing businesses and markets and seek further diversification across the competitive energy value chain. This could include opportunistic emissions-free energy acquisitions, creating new value from our existing fleet through nuclear uprates, renewable repowerings, development of additional capacity for battery storage, natural gas, and CCUS, co-location of customer load, growing sustainability solutions for our customers, and investment opportunities in other emerging technologies and innovations. Such initiatives could involve significant risks and uncertainties, including distraction of management from current operations, inadequate return on capital, and unidentified issues not discovered during diligence performed prior to launching an initiative or entering a market. Additionally, it is possible that FERC, state public utility commissions, or others could limit our ability to make acquisitions or investments or otherwise impose certain restrictions on such transactions due to market power concerns in certain regions or other factors. All these factors could result in higher costs or lower revenues than expected, resulting in lower than planned returns on investment.

We are actively implementing the restart of our Crane nuclear generation facility. The restart is subject to certain regulatory approvals, including the NRC comprehensive safety and environmental review, as well as permits from relevant state and local agencies. Additionally, through separate requests, we will pursue obtaining a renewed license to operate the plant and a FERC interconnection agreement. Failure to obtain the necessary approvals could result in the impairment of amounts capitalized. The restart is a complex undertaking including procuring or restoring specialized components on a critical timeline. Failure to meet contractual timelines could result in significant penalties. Overages in costs, potential interconnection delays, or other unforeseen issues could result in lower than planned returns on the investment.

The demand for our generation may be impacted by changes in industry trends, including the demand associated with the developing data economy.

Industry trends can significantly impact the demand and market pricing of our generation portfolio. This includes the demand and perceived value of certain attributes of our generation, such as reliability or clean energy, as well as the overall demand for energy in the markets in which we operate.

Recently, we have benefited from increased demand for our generation as a result of the developing data economy, including demand driven by data centers and AI and other high-performance computing applications, evidenced by the execution of long-term contracts with technology companies as well as increased interest in prospective contracts from our customers. Demand associated with data centers and AI applications may be subject to technological change, shifts in customer behavior, regulatory developments, or changes in capital investment cycles and may not grow at the pace currently anticipated by the market. Our results of operations, growth opportunities, and the price of our common stock could be adversely impacted if the demand for energy driven by the data economy does not continue or fails to achieve current market expectations.

Risks Related to the Acquisition of Calpine

We cannot assure that we will continue paying dividends at the current rate.

We currently expect to pay dividends in an amount consistent with the dividend policy in effect prior to the completion of the merger. However, there is no assurance that our shareholders will receive the same dividends following the merger for reasons that may include capital spending plans, financing agreements, cash flow or financial condition. Decisions on whether, when, and in which amounts to make any future distributions will remain at all times entirely at the discretion of our Board of Directors, which reserves the right to change our dividend practices at any time and for any reason.

Our shareholders prior to the merger have a reduced ownership and voting power after the merger, and former Calpine stockholders are not obligated to maintain their ownership interest indefinitely.

We issued 50 million newly issued shares of common stock to Calpine stockholders as noted in the Merger Agreement (including shares of our common stock issuable pursuant to Calpine restricted stock units and other

equity-based awards). Our prior shareholders and former Calpine stockholders owned approximately 86% and 14% of the outstanding shares of our common stock, respectively, immediately following the consummation of the merger. Each shareholder prior to the merger that remained a shareholder has a percentage ownership of the combined company that is smaller than the shareholder's percentage held prior to the merger. As a result of this reduced ownership percentage, prior shareholders will have less influence on the policies of the combined company. Additionally, upon the expiration of certain lock-up restrictions on transfers or sales of our securities, former Calpine stockholders will not be subject to any obligation to maintain their ownership interest in us and reducing their ownership interest could adversely impact the price of our common stock. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information.

The merger may not be accretive to earnings and may cause dilution to our earnings per share, which may negatively affect the market price of our common stock.

We currently anticipate that the merger will be accretive to earnings per share in 2026. This expectation is based on preliminary estimates that are subject to change. We may also encounter additional transaction and integration-related costs, may fail to realize all the benefits anticipated in the merger, or be subject to other factors that affect preliminary estimates. Any of these factors could negatively impact our operating results or decrease or delay the expected accretive effect of the merger and contribute to a decrease in the price of our common stock.

We have incurred and will incur significant transaction- and merger-related costs, and these costs may be more than anticipated, negatively impacting our operating results.

We have incurred and expect to incur non-recurring costs associated with consummation of the transaction. Most of these costs will be transaction-related, including fees paid to financial and legal advisors for the merger and related financing arrangements, and employment-related costs, such as change-in-control payments made to certain Calpine executives. We will also incur transition costs related to formulating integration plans. We may incur additional unanticipated costs in the integration of the businesses, which could negatively impact our operating results. We expect that the elimination of costs, as well as the realization of other efficiencies related to the integration of the businesses, will exceed incremental transaction- and merger-related costs over time.

We may not realize all the expected benefits of the merger because of integration challenges.

The success of the merger will depend, in part, on our ability to realize all or some of the anticipated benefits from integrating Calpine's business with our existing businesses. The integration process will be complex, costly and time-consuming. Even if achieved, anticipated benefits and efficiencies from the merger may take longer to realize, or require greater costs to achieve, than currently expected. The challenges associated with integrating the operations of Calpine's business include, among others:

- customer retention risk, as well as the inability to finalize certain transactions currently in progress between Calpine and its customers;
- delay in implementation of our business plan for the combined business;
- unanticipated issues or costs in integrating financial, information technology, communications and other systems;
- complexities associated with managing the larger, more complex, combined business;
- potential unknown liabilities and unforeseen expenses, delays or regulatory conditions associated with the merger;
- integrating relationships with industry contacts and business partners;
- possible inconsistencies in standards, controls, procedures and policies, and compensation structures; and
- performance of Calpine's generating assets and the costs to operate and maintain them, relative to expectations.

It is possible that the integration process could result in the disruption of, or the loss of momentum in, our ongoing businesses or inconsistencies in standards, controls, procedures and policies, which could negatively impact the combined company.

Uncertainties associated with the merger may cause a loss of management personnel and other key employees, which could adversely affect the future business and operations of the combined company.

We are dependent on the experience and industry knowledge of our officers and other key employees to execute our business plans. The success of the combined company will depend in part upon our ability to retain key management personnel and other key employees of both companies. Employees may experience uncertainty about their future roles within the combined company following completion of the merger, which may have an adverse effect on our ability to attract or retain key management and other key personnel. Accordingly, no assurance can be given that the combined company will be able to attract or retain key management personnel and other key employees to the same extent that we have previously been able to attract or retain our employees.

The merger may divert significant attention of our management team, which could detract from efforts to meet business goals.

Merger integration efforts could place a burden on management and internal resources. Any significant diversion of management attention away from ongoing business concerns and any difficulties encountered in the transition and integration process may negatively impact our results of operations or financial condition.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

We have established technical systems programs and processes to manage material risks from cybersecurity threats including assessing and identifying existing cybersecurity risks, as well as continuously monitoring for developing risks. Our cybersecurity risk management strategy is established at the executive level and is implemented through our cybersecurity program which deploys risk-based security controls and services to protect our customers, personnel, information and cyber assets. The program aligns enterprise cyber and physical security controls with the National Institute of Standards & Technology (NIST) Cybersecurity Framework (CSF) and other industry standards such as the NERC and NRC cybersecurity standards. Our cybersecurity program is aligned to the five functions of the NIST Cybersecurity Framework – identify, detect, protect, respond, and recover. Cybersecurity risk is assessed and reported in our enterprise risk management program, which utilizes the Three Lines Model adapted from the Institute of Internal Auditors, for risk management to assign clear risk responsibilities across the enterprise. Through coordination with operational teams, we align on cybersecurity risk classification, categorization, likelihood, and potential impact to the Company. At the highest level, our program includes multi-layered oversight by the Board of Directors and Board Committees.

Our cybersecurity and physical security controls are implemented through technical systems, policies and procedures we utilize for planning, performing, managing, assessing, innovating, and improving our security controls. To protect our information and cyber assets, we implement practices for training and screening of personnel, access management, network defense, asset configuration management, vulnerability assessment (including penetration testing), third-party security, and privacy and information protection. Our defense-in-depth strategy to protect our cyber assets and sensitive information reduces the potential severity and duration of a cybersecurity incident by leveraging security measures across various layers of the enterprise. Cross-functional executive steering committees and peer groups, with business unit and technical stakeholder participation, are maintained to support oversight, security controls development, change management, implementation, evaluation, continuous improvement, and sustainment.

To assist in detecting cybersecurity events, we deploy security logging and monitoring, malicious code detection, and data loss protection tools. If we are the target of a cybersecurity attack, we have established processes for incident response and crisis management to triage potential incidents, determine severity, contain, and eradicate a threat. These processes require notifications to regulatory and other governmental authorities of cybersecurity events as required by law, including providing notice to investors for material cybersecurity events. To recover our systems and information, we utilize established system recovery plans, data and configuration backup strategies, and business continuity plans.

As part of our process to continuously improve, we utilize our internal audit, risk, and legal functions to evaluate security controls and risk management practices. We also engage third-party subject matter experts to independently assess our programs, processes and technical controls, as needed. For our regulated cyber assets associated with critical infrastructure, such as those within the scope of NERC and the NRC, regulatory auditors and inspectors monitor our adherence to mandatory cybersecurity requirements on a regular frequency using a variety of compliance monitoring and enforcement mechanisms.

Board Governance and Management

Our Board is actively engaged in monitoring the performance of the Company's cybersecurity program and maintains oversight of the Company's enterprise risk program, including with respect to commodity markets, market design, enterprise security (physical and cyber), operating risks, and financial performance. While the full Board retains ultimate responsibility and oversight of the Company's cybersecurity risk management practices, the Nuclear Oversight Committee and the Audit and Risk Committee also have cybersecurity risk management as part of their charters. The Nuclear Oversight Committee is tasked with overseeing compliance with policies and procedures to manage and mitigate cybersecurity risks associated with our nuclear assets. The Audit and Risk Committee oversees policies and processes established by management to identify, assess, monitor, manage and control technology and cyber risks, among other risks. Our Chief Information Officer (CIO) and Chief Information Security Officer (CISO) provide regular reports to the Board, or one or both of its designated Committees, regarding the security of our operational and information technology programs, systems, and risks. We also report on the state of our cybersecurity program, provide key risk indicators to track performance, and schedule additional informational sessions on cybersecurity practices, as needed. Emergent matters or events are reported to the Board between scheduled meetings on an ad hoc basis through our incident response and crisis management protocols.

At the executive and management level, the Chief Administration Officer, via delegations to the cybersecurity organization, is authorized to govern and functionally oversee our security controls and services on behalf of the enterprise. Our cybersecurity organization, under the direction of the CISO who reports to the CIO, implements and provides governance and functional oversight for cybersecurity controls and services, including coordination with our corporate security function. Our CIO has over 20 years of experience with information systems, including management roles in operational security, technical design and engineering, and platform architecture cybersecurity, governance and compliance, and business continuity. Our CISO has over 20 years of experience in cybersecurity, governance and compliance, physical security and business continuity. In addition, cybersecurity risk is assessed and tracked through the Company's enterprise risk management program.

Although the risks from cyber threats have not materially affected our business strategy, results of operations, or financial condition to date, we continue to closely monitor cyber risk. Overall, our Company has implemented tactical processes for assessing, identifying, and managing material risks from cybersecurity threats to the Company including governance at the Board level and accountability in our executive management for the execution of our cyber risk management strategy and the controls designed to protect our operations. See ITEM 1A. RISK FACTORS for additional information regarding the Company's cybersecurity risks.

ITEM 2. PROPERTIES

The following table presents our interests in net electric generating capacity by station at December 31, 2025:

Station[a]	Location	No. of Units	Percent Owned[b]	Primary Fuel Type	Primary Dispatch Type[c]	Net Generation Capacity (MWs)[d]
Midwest						
Braidwood	Braidwood, IL	2		Uranium	Baseload	2,386
Byron	Byron, IL	2		Uranium	Baseload	2,350
LaSalle	Seneca, IL	2		Uranium	Baseload	2,320
Dresden	Morris, IL	2		Uranium	Baseload	1,845
Quad Cities	Cordova, IL	2	75	Uranium	Baseload	1,403
Clinton	Clinton, IL	1		Uranium	Baseload	1,092
Michigan Wind 2	Sanilac County, MI	50	51 [e]	Wind	Intermittent	46
Beebe	Gratiot County, MI	34	51 [e]	Wind	Intermittent	42
Michigan Wind 1	Huron County, MI	46	51 [e]	Wind	Intermittent	35
Harvest 2	Huron County, MI	33	51 [e]	Wind	Intermittent	30
Harvest	Huron County, MI	31	51 [e]	Wind	Intermittent	26
Beebe 1B	Gratiot County, MI	21	51 [e]	Wind	Intermittent	26
Clinton Battery Storage	Blanchester, OH	1		Energy Storage	Peaking	5
Total Midwest						11,606
Mid-Atlantic						
Limerick	Sanatoga, PA	2		Uranium	Baseload	2,315
Calvert Cliffs	Lusby, MD	2		Uranium	Baseload	1,789
Peach Bottom	Delta, PA	2	50	Uranium	Baseload	1,324
Salem	Lower Alloways Creek Township, NJ	2	42.59	Uranium	Baseload	988
Conowingo	Darlington, MD	11		Hydroelectric	Baseload	497
Criterion	Oakland, MD	28	51 [e]	Wind	Intermittent	36
Fair Wind	Garrett County, MD	12		Wind	Intermittent	30
Fourmile Ridge	Garrett County, MD	16	51 [e]	Wind	Intermittent	20
Solar Horizons	Emmitsburg, MD	1	51 [e]	Solar	Intermittent	8
Solar New Jersey 3	Middle Township, NJ	4	51 [e]	Solar	Intermittent	1
Muddy Run	Drumore, PA	8		Hydroelectric	Intermediate	1,058
Eddystone 3, 4	Eddystone, PA	2		Oil/Gas	Peaking	760
Perryman	Aberdeen, MD	5		Oil/Gas	Peaking	404
Croydon	West Bristol, PA	8		Oil	Peaking	391
Handsome Lake	Kennerdell, PA	5		Gas	Peaking	268
Richmond	Philadelphia, PA	2		Oil	Peaking	98
Philadelphia Road	Baltimore, MD	4		Oil	Peaking	60
Eddystone	Eddystone, PA	4		Oil	Peaking	60
Delaware	Philadelphia, PA	4		Oil	Peaking	56
Southwark	Philadelphia, PA	4		Oil	Peaking	52
Falls	Morrisville, PA	3		Oil	Peaking	51

Station[a]	Location	No. of Units	Percent Owned[b]	Primary Fuel Type	Primary Dispatch Type[c]	Net Generation Capacity (MWs)[d]
Moser	Lower Pottsgrove Township, PA	3		Oil	Peaking	51
Chester	Chester, PA	3		Oil	Peaking	39
Schuylkill	Philadelphia, PA	2		Oil	Peaking	30
Total Mid-Atlantic						10,386
ERCOT						
STP	Bay City, TX	2	44 [g]	Uranium	Baseload	1,164
Whitetail	Webb County, TX	57	51 [e]	Wind	Intermittent	47
Sendero	Jim Hogg and Zapata Counties, TX	39	51 [e]	Wind	Intermittent	40
Colorado Bend II	Wharton, TX	3		Gas	Intermediate	1,143
Wolf Hollow II	Granbury, TX	3		Gas	Intermediate	1,103
Handley 3	Fort Worth, TX	1		Gas	Intermediate	375
Handley 4, 5	Fort Worth, TX	2		Gas	Peaking	870
Total ERCOT						4,742
New York						
NMP 1	Scriba, NY	1		Uranium	Baseload	620
NMP 2	Scriba, NY	1	82	Uranium	Baseload	1,055
FitzPatrick	Scriba, NY	1		Uranium	Baseload	842
Ginna	Ontario, NY	1		Uranium	Baseload	576
Total New York						3,093
Other						
Antelope Valley	Lancaster, CA	1		Solar	Intermittent	242
Bluestem	Beaver County, OK	60	51 [e][f]	Wind	Intermittent	101
Shooting Star	Kiowa County, KS	65	51 [e]	Wind	Intermittent	53
Bluegrass Ridge	King City, MO	26	51 [e]	Wind	Intermittent	29
Conception	Barnard, MO	23	51 [e]	Wind	Intermittent	26
Cow Branch	Rock Port, MO	23	51 [e]	Wind	Intermittent	26
Mountain Home	Glenns Ferry, ID	20	51 [e]	Wind	Intermittent	21
High Mesa	Elmore County, ID	19	51 [e]	Wind	Intermittent	20
Echo 1	Echo, OR	21	50.49 [e]	Wind	Intermittent	17
Sacramento PV Energy	Sacramento, CA	4	51 [e]	Solar	Intermittent	15
Cassia	Buhl, ID	13	51 [e]	Wind	Intermittent	14
Wildcat	Lovington, NM	13	51 [e]	Wind	Intermittent	14
Echo 2	Echo, OR	9	51 [e]	Wind	Intermittent	9
Tuana Springs	Hagerman, ID	8	51 [e]	Wind	Intermittent	9
Greensburg	Greensburg, KS	10	51 [e]	Wind	Intermittent	6
Threemile Canyon	Boardman, OR	6	51 [e]	Wind	Intermittent	5
Loess Hills	Rock Port, MO	4		Wind	Intermittent	5
Denver Airport Solar	Denver, CO	1	51 [e]	Solar	Intermittent	2
Hillabee	Alexander City, AL	3		Gas	Intermediate	753

Station[a]	Location	No. of Units	Percent Owned[b]	Primary Fuel Type	Primary Dispatch Type[c]	Net Generation Capacity (MWs)[d]
Wyman 4	Yarmouth, ME	1	5.9	Oil	Intermediate	34
West Medway II	West Medway, MA	2		Oil/Gas	Peaking	189
West Medway	West Medway, MA	3		Oil	Peaking	123
Grand Prairie	Alberta, Canada	1		Gas	Peaking	105
Framingham	Framingham, MA	3		Oil	Peaking	31
Total Other						1,849
Total						31,676

(a) All nuclear stations are boiling water reactors except Braidwood, Byron, Calvert Cliffs, Ginna, Salem, and STP units which are pressurized water reactors.
(b) 100%, unless otherwise indicated.
(c) Baseload units are those that normally operate to take all or part of the minimum continuous load of a system and, consequently, produce electricity at an essentially constant rate. Intermittent units are those with output controlled by the natural variability of the energy resource rather than dispatched based on system requirements. Intermediate units are those that normally operate to take load of a system during the daytime higher load hours and, consequently, produce electricity by cycling on and off daily. Peaking units consist of lower-efficiency, quick response steam units, gas turbines and diesels normally used during the maximum load periods.
(d) Net generation capacity is stated at proportionate ownership share. For nuclear stations, capacity reflects the annual mean rating. All other facilities reflect a summer rating.
(e) Reflects the prior sale of 49% of CRP to a third party. See Note 21 — Variable Interest Entities of the Combined Notes to Consolidated Financial Statements for additional information.
(f) CRP owns 100% of the Class A membership interests and a tax equity investor owns 100% of the Class B membership interests of the entity that owns the Bluestem generating assets.
(g) Within the 44% undivided ownership interest in STP, 2% interest was recorded as held for sale as of December 31, 2025. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information.

The net generation capability available for operation at any time may be less due to regulatory restrictions, transmission congestion, fuel restrictions, efficiency of cooling facilities, level of water supplies, or generating units being temporarily out of service for inspection, maintenance, refueling, repairs, or modifications required by regulatory authorities.

We also own EMT, which is a liquefied natural gas import facility located on the Mystic River in Everett, MA. EMT connects to two interstate pipeline systems as well as a local gas utility's distribution system.

We maintain property insurance against loss or damage to our principal plants and properties by fire or other perils, subject to certain exceptions. For additional information on insurance specific to our nuclear facilities, see Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements. For our insured losses, we are self-insured to the extent that any losses are within the policy deductible or exceed the amount of insurance maintained. Any such losses could have a material adverse effect on our results of operation or financial condition.

ITEM 3. LEGAL PROCEEDINGS

We are parties to various lawsuits and regulatory proceedings in the ordinary course of business. For information regarding material lawsuits and proceedings, see Note 3 — Regulatory Matters and Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements. Such descriptions are incorporated herein by these references.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

CEG Parent

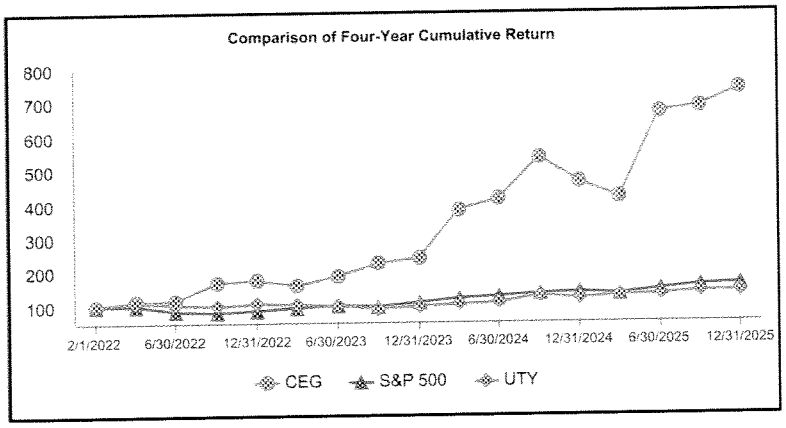
Our common stock is listed on the Nasdaq (trading symbol: CEG). As of January 31, 2026, there were approximately 62,892 record holders of common stock.

Stock Performance Graph

The performance graph below illustrates a four-year comparison of cumulative total returns based on an initial investment of $100 in CEG Parent common stock, as compared with the S&P 500 Stock Index and the Philadelphia Utility Sector Index (UTY), for the period 2022 through 2025.

This performance chart assumes:

- $100 invested on February 1, 2022, in CEG Parent common stock, the S&P 500 Stock Index, and the UTY, and
- All dividends are reinvested.



	Value of Investment				
	2/1/22	12/31/22	12/31/23	12/31/24	12/31/25
CEG	$100	$175	$240	$462	$734
S&P 500	$100	$86	$108	$135	$160
UTY	$100	$107	$96	$116	$136

Constellation

As of January 31, 2026, CEG Parent directly held the entire membership interest in Constellation.

Dividends

Our Board of Directors approved a 10% increase in the 2026 quarterly dividend per share compared to the 2025 quarterly dividend per share. The 2026 quarterly dividend will be $0.4265 per share.

The following table sets forth Constellation's quarterly cash dividends per share paid during 2025 and 2024.

2025				2024			
Fourth Quarter	Third Quarter	Second Quarter	First Quarter	Fourth Quarter	Third Quarter	Second Quarter	First Quarter
$ 0.3878	$ 0.3878	$ 0.3878	$ 0.3878	$ 0.3525	$ 0.3525	$ 0.3525	$ 0.3525

First Quarter 2026 Dividend

On February 20, 2026, our Board of Directors declared a regular quarterly dividend of $0.4265 per share on our common stock for the first quarter of 2026. The dividend is payable on Friday, March 20, 2026, to shareholders of record as of 5 p.m. Eastern time on Monday, March 9, 2026.

Unregistered Sales of Equity Securities

None.

Issuer Purchases of Equity Securities

Our Board of Directors considers share buybacks to be one of several ways we can provide value to our shareholders through our deployment of capital. The first is to maintain strong investment grade metrics in addition to the pursuit of organic and inorganic growth consistent with our role as a leader in the clean energy transition. Our deployment of capital can also include the repurchase of shares if they can be acquired at attractive prices and increases to our dividend, which currently targets a 10% annual growth rate. We take into account the excise taxes imposed and other administrative costs when assessing our repurchase program. We believe that our share buyback policy is in the best interests of our Company and its shareholders and is also consistent with the interest of our other stakeholders.

Since 2023, our Board of Directors authorized the repurchase of up to $3 billion of the Company's outstanding common stock. See Note 19 — Shareholders' Equity of the Combined Notes to Consolidated Financial Statements for additional information regarding our share repurchase program. There were no share repurchases under our share repurchase program during the three months ended December 31, 2025. As of December 31, 2025, there was $593 million of remaining authority to repurchase shares of the Company's outstanding common stock.

ITEM 6. RESERVED

Not Applicable.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(Dollars in millions, unless otherwise noted)

Executive Overview

We are the nation's largest producer of clean energy and a leading supplier of energy products and services. Our generating capacity includes primarily nuclear, wind, solar, natural gas, and hydroelectric assets. Through our integrated business operations, we sell electricity, natural gas, and other energy-related products and sustainable solutions to various types of customers, including distribution utilities, municipalities, cooperatives, and commercial, industrial, public sector, and residential customers in markets across multiple geographic regions. We have five reportable segments: Mid-Atlantic, Midwest, New York, ERCOT, and Other Power Regions. The following Management's Discussion and Analysis of Financial Condition and Results of Operations summarizes results for the year ended December 31, 2025 compared to the year ended December 31, 2024. For discussion of the year ended December 31, 2024 compared to the year ended December 31, 2023, refer to ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS in the 2024 Form 10-K, which was filed with the SEC on February 18, 2025.

Significant Transactions and Developments

Acquisition of Calpine Corporation

On January 7, 2026, we acquired 100% of the outstanding equity of Calpine for a purchase price of approximately $22 billion. The merger consideration consisted of 50 million newly issued shares of our common stock, no par value, and approximately $4.5 billion in cash on hand. After considering divestitures connected with certain regulatory approvals, Calpine owns and operates a generation fleet of natural gas, geothermal, battery storage, and solar assets with approximately 23 GWs of generation capacity, in addition to a competitive retail electric supplier platform serving approximately 62 TWhs of load annually.

This acquisition is complementary to, and aligns strategically with, our existing business operations and provides both increased scale and meaningful market diversification. The merger couples the largest producer of clean, emissions-free energy with the reliable, dispatchable natural gas assets of Calpine, and also creates the nation's leading competitive retail electric supplier, providing increased scale, diversification and complementary capabilities that enable us to meet growing demand with a broader array of energy and sustainability products. The addition of Calpine strengthens our essential role in providing clean, reliable energy as the nation seeks to transition to a more sustainable future, and will better position us to pursue investments in new and existing technologies to meet growing demand.

See Note 2 — Mergers, Acquisitions, and Dispositions and Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

Crane Clean Energy Center

In 2024, we announced the restart of Three Mile Island Unit 1, renamed as the Crane Clean Energy Center. The restart is supported by a 20-year PPA with Microsoft to purchase the output generated from the renewed plant. The restart of the plant and delivery of electricity under the PPA is subject to certain regulatory approvals, including the NRC comprehensive safety and environmental review, as well as permits from relevant state and local agencies.

In November 2025, the DOE Office of Energy Dominance Financing issued a guarantee for up to $1.0 billion for an unsecured loan from the Federal Financing Bank to support the restart of the Crane Clean Energy Center. The loan will mature in October 2055. Interest rates on the loan will be fixed upon each advance at a spread of 37.5 basis points above U.S. Treasuries of comparable maturity. Cash from operations will fund the remaining capital expenditures.

Conowingo Hydroelectric Project License Renewal

In September 2025, we reached a settlement agreement with MDE, Lower Susquehanna Riverkeeper Association, and Waterkeepers Chesapeake, that resolves all outstanding issues related to obtaining a water quality certification from MDE. As a result, MDE issued a water quality certification, clearing the way for the re-licensing and continued operation of our Conowingo hydroelectric facility. The terms of the agreement include operational improvements and commitments for water quality and resiliency, trash and debris removal, aquatic life passage, freshwater mussel restoration, dredging and invasive species management. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for more information.

Clinton Clean Energy Center

In June 2025, we signed a 20-year PPA with Meta Platforms, Inc. (Meta) for the output of the Clinton Clean Energy Center to support Meta's clean energy goals and operations in the region with emissions-free nuclear energy. The agreement, beginning in June 2027, supports the relicensing and continued operations of Clinton for another two decades after the state's ZEC program expires. This deal will expand Clinton's clean energy output by 30 megawatts through plant uprates, expected to be fully complete in 2029, and will enable the Clinton Clean Energy Center to continue to flow power onto the local grid, providing grid reliability and low-cost power to the region for decades to come. The uprates are expected to qualify for the technology-neutral clean electricity PTC (45Y) provided for by the IRA and preserved by the OBBBA for its first 10 years of operations.

Other Key Business Drivers

PJM Market Reform

On January 16, 2026, the National Energy Dominance Council, with support from Governors within the PJM territory, urged PJM to file proposed tariff revisions at FERC to address reliability and pricing within its capacity auctions. These changes aim to increase supply which is increasingly important as energy-intensive sectors expand. The proposed changes include: 1) providing revenue certainty to new generation (for instance, through a Reliability Backstop Auction to procure new, out of market capacity resources), 2) protecting residential customers from capacity price increases, 3) allocating costs to data centers through the Reliability Backstop Auctions, 4) improving load forecasting, specifically large load modeling, 5) accelerating ongoing generator interconnection studies, and 6) performing market studies to ensure the long-term viability of the PJM capacity market. While this is an emerging issue and tariff revisions have not been developed, this has the potential to impact future revenues received by our fleet.

FERC Issues Order in PJM Show Cause Proceeding

In December 2025, FERC found PJM's tariff unjust and unreasonable because it lacked sufficient clarity and consistency regarding rates, terms, and conditions of service for serving co-located load. The order also found that the existing behind-the-meter generation rules permitting netting of load and supply were no longer just and reasonable, with certain limited exceptions. FERC also directed that PJM make three new transmission services available to co-located loads: an interim, interruptible network integration transmission service, a permanent firm contract demand service, and a non-firm contract demand service. The rates, terms and conditions for these services will be developed in upcoming compliance filings and a paper hearing at FERC in 2026, as will the scope of technical studies required to pursue service of co-located load ion such services.

One Big Beautiful Bill Act

We continue to see legislative support for nuclear energy generation, including the passage of the OBBBA. Signed into law in July 2025, the OBBBA both preserves certain federal tax credits from the IRA and enhances certain credits to allow advanced nuclear facilities to qualify for the energy communities bonus adder, subject to eligibility requirements. It also preserves tax credits which benefit our efforts to commercialize CCUS for natural gas power generation and maintains tax credits for geothermal and certain other investments. Overall, the OBBBA reinforces the long-term economic viability of our nuclear generation assets. See Note 3 — Regulatory Matters of the Combined Notes to Consolidated Financial Statements for more information.

Russia and Ukraine Conflict

We are closely monitoring developments of the ongoing Russia and Ukraine conflict, including United States, United Kingdom, European Union, and Canadian sanctions, and legislation that may impact exports and imports of Russian nuclear fuel supply and enrichment activities, as well as the potential for Russia to limit fuel deliveries. The U.S. "Prohibiting Russian Uranium Imports Act" became effective in August 2024, banning the import of low-enriched uranium into the U.S. that is produced in Russia or by Russian entities, absent a waiver from the DOE. Under a corollary bill, the Department of Energy has begun the process of distributing billions of dollars that were previously appropriated to support expansion of the domestic nuclear fuel cycle within the United States to improve emissions-free energy security. In November 2024, the Russian government issued a decree imposing temporary restrictions on the export of enriched uranium from Russia to the U.S. but allowing for a special Russian export license to be issued for individual shipments. Our nuclear fuel is obtained predominantly through long-term uranium supply and service contracts. We work with a diverse set of domestic and international suppliers years in advance to procure our nuclear fuel to support our refueling needs regardless of the risk to Russian nuclear fuel supply. Recognizing the potential for the continuing conflict to impact our longer-term security and cost of supply, we have entered into contracts to increase the size of our nuclear fuel inventory. Our fuel procurement activities comply with all U.S. and international trade laws and we continue to take advantage of all available avenues to maintain continuity in our nuclear fuel supply, including working with the U.S. government and our diverse set of suppliers to secure the nuclear fuel needed to continue to operate our nuclear fleet long-term.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires that management apply accounting policies and make estimates and assumptions that affect results of operations and the amounts of assets and liabilities reported in the consolidated financial statements. Management believes that the accounting policies described below require significant judgment in their application or incorporate estimates and assumptions that are inherently uncertain and that may change in subsequent periods, which could have a material impact to our results of operations or financial condition. Additional information on the application of these accounting policies can be found in the Combined Notes to Consolidated Financial Statements.

Nuclear Decommissioning Asset Retirement Obligations

The AROs associated with decommissioning our nuclear units were $12.9 billion at December 31, 2025. The authoritative guidance requires that we estimate our obligation for the future decommissioning of our nuclear generating plants. To estimate that liability, we use an internally-developed, probability-weighted, discounted cash flow model which, on a unit-by-unit basis, considers multiple decommissioning outcome scenarios.

Over the past decade, nuclear operators and third-party service providers have continued to obtain more information about costs associated with decommissioning activities. At the same time, regulators are gaining more information about decommissioning activities which could result in changes to existing decommissioning requirements. In addition, over time, it is possible that technological advances will be identified that could create efficiencies and lead to a reduction in decommissioning costs. The amount of NDT funds could also impact the timing of the decommissioning activities. Additionally, certain factors such as changes in regulatory requirements during plant operations or the profitability of a nuclear plant could impact the timing of plant retirements. These factors could result in material changes to our current estimates as more information becomes available and could change the timing of plant retirements and the probability assigned to the decommissioning outcome scenarios.

The nuclear decommissioning obligation is adjusted on a regular basis due to the passage of time and revisions to the key assumptions for the expected timing and/or estimated amounts of the future undiscounted cash flows required to decommission the nuclear plants, based upon the following methodologies and significant estimates and assumptions:

Decommissioning Cost Studies. We use unit-by-unit decommissioning cost studies to provide a marketplace assessment of the expected costs (in current year dollars) and timing of decommissioning activities, which are validated by comparison to current decommissioning projects within the industry and other estimates. Decommissioning cost studies are updated, on a rotational basis, for each of our nuclear units at least every five years, unless circumstances warrant more frequent updates. As part of the annual cost study update process, we evaluate newly assumed costs or substantive changes in previously assumed costs to determine if the cost estimate impacts are sufficiently material to warrant application of the updated estimates to the AROs across the nuclear fleet outside of the normal five-year rotating cost study update cycle.

Cost Escalation Factors. We use cost escalation factors to escalate the decommissioning costs from the decommissioning cost studies discussed above through the assumed decommissioning period for each of the units. Cost escalation studies, updated on an annual basis, are used to determine escalation factors, and are based on inflation indices for labor, equipment and materials, energy, LLRW disposal, and other costs. All the nuclear AROs are adjusted each year for updated cost escalation factors.

Probabilistic Cash Flow Models. Our probabilistic cash flow models include the assignment of probabilities to various scenarios for decommissioning cost levels, decommissioning approaches, and timing of plant shutdown on a unit-by-unit basis. Probabilities assigned to cost levels include an assessment of the likelihood of costs 20% higher (high-cost scenario) or 15% lower (low-cost scenario) than the base-cost scenario. The assumed decommissioning scenarios generally include the following three alternatives: (1) DECON, which assumes major decommissioning activities begin shortly after the cessation of operation, (2) Shortened SAFSTOR, which generally assumes a 30-year delay prior to onset of major decommissioning activities, and (3) SAFSTOR, which assumes the nuclear facility is placed and maintained in such condition during decommissioning, so that the nuclear facility can be safely stored and subsequently decontaminated within 60 years after cessation of operations. In each decommissioning scenario, spent fuel is transferred to dry cask storage as soon as possible until DOE acceptance for disposal.

The actual decommissioning approach selected will be determined at the time of shutdown and may be influenced by multiple factors including the funding status of the NDT funds at the time of shutdown and regulatory or other commitments.

The plant shutdown timing scenarios consider four alternatives: (1) the probability of early plant retirement, (2) the probability of operating through the original 40-year nuclear license term, (3) the probability of operating through an initial 20-year license renewal term, and (4) the probability of a second 20-year license renewal term. As power market and regulatory environment developments occur, we evaluate and incorporate, as necessary, the impacts of such developments into our nuclear ARO assumptions and estimates.

Our probabilistic cash flow models also include an assessment of the timing of DOE acceptance of SNF for disposal. We currently assume DOE will begin accepting SNF from the industry in 2040. The SNF acceptance date assumption is based on management's estimates of the amount of time required for DOE to select a site location and develop the necessary infrastructure for long-term SNF storage. For additional information regarding SNF, see Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements.

Discount Rates. The probability-weighted estimated future cash flows for the various assumed scenarios are discounted using our specific credit-adjusted, risk-free rates (CARFR) or a AAA-rated U.S. company proxy CARFR for the units that maintain the ability to collect decommissioning costs from utility customers (former PECO and STP units). We initially recognize an ARO at fair value and subsequently adjust it for changes to estimated costs, timing of future cash flows and modifications to decommissioning assumptions. An ARO is not required or permitted to be remeasured for changes in the CARFR that occur in isolation. Increases in an ARO due to upward revisions in estimated undiscounted cash flows are considered new obligations and are measured using a current CARFR as the increase creates a new cost layer within the ARO. Any decrease in the estimated undiscounted future cash flows relating to an ARO are treated as a modification of an existing ARO cost layer and, therefore, are measured using the average historical CARFR used in creating the initial ARO cost layers. If all our future nominal cash flows associated with AROs were to be discounted at the current prevailing CARFR, the obligation would decrease from approximately $12.9 billion to approximately $11.3 billion.

The following table illustrates the impact that changes in the CARFR, when combined with changes in projected amounts and expected timing of cash flows, can have on the valuation of our AROs:

Change in the CARFR applied to the annual ARO update	Increase (Decrease) to AROs as of December 31, 2025
2024 CARFR rather than the 2025 CARFR	$ 100
2025 CARFR increased by 50 basis points	(100)
2025 CARFR decreased by 50 basis points	125

ARO Sensitivities. Changes in the assumptions underlying an ARO could materially affect the decommissioning obligation. The impact of a change in any one of these assumptions to an ARO is highly dependent on how the other assumptions may correspondingly change.

The following table illustrates the effects of changing certain ARO assumptions while holding all other assumptions constant:

Change in ARO Assumption	Increase (Decrease) to AROs as of December 31, 2025
Cost escalation studies	
Uniform increase in escalation rates of 50 basis points	$ 2,175
Probabilistic cash flow models	
Increase the estimated costs to decommission the nuclear plants by 10%	750
Increase the likelihood of the DECON scenario by 10% and decrease the likelihood of the SAFSTOR scenario by 10%[a]	100
Shorten each unit's probability-weighted operating life assumption by 10%[b]	250
Extend the estimated date for DOE acceptance of SNF to 2045	(75)

(a) Excludes any sites in which management has committed to a specific decommissioning approach.
(b) Excludes Zion as the ARO is associated with its SNF storage facility.

See Note 1 — Basis of Presentation and Note 10 — Asset Retirement Obligations of the Combined Notes to Consolidated Financial Statements for additional information regarding accounting for nuclear AROs.

Acquisition Accounting

In accordance with authoritative guidance, the assets acquired and liabilities assumed in a business combination are recorded at their estimated fair values on the date of acquisition. Determining the fair value of assets acquired and liabilities assumed requires management's judgment, often utilizes independent valuation experts and involves the use of significant estimates and assumptions with respect to the timing and amounts of future cash inflows and outflows, discount rates, market prices and asset lives, among other items. Changes to these estimates and assumptions could result in material changes to the fair value of assets and liabilities as of the acquisition date. The judgments made in the determination of the estimated fair value assigned to the assets acquired and liabilities assumed, as well as the estimated useful life of each asset and the duration of each liability, could significantly impact the financial statements in periods after acquisition, such as through depreciation and amortization expense. Authoritative guidance provides that the allocation of the purchase price may be modified up to one year after the acquisition date as more information is obtained about the fair value of assets acquired and liabilities assumed. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information.

The difference between the purchase price and the net fair value of assets acquired and liabilities assumed is recognized as goodwill on the balance sheet if the purchase price exceeds the estimated net fair value, or as a bargain purchase gain on the income statement if the purchase price is less than the estimated net fair value. Goodwill is assigned to reporting units that are expected to benefit from the acquisition. See Note 1 — Basis of Presentation, Note 2 — Mergers, Acquisitions, and Dispositions, and Note 12 — Intangible Assets of the Combined Notes to Consolidated Financial Statements for additional information.

Goodwill

Goodwill is not amortized, but rather is subject to an impairment assessment at least annually or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting units below their carrying amount. A reporting unit is an operating segment or one level below an operating segment (known as a component) and is the level at which goodwill is tested for impairment. Our current operating segments and reporting units are Mid-Atlantic, Midwest, New York, ERCOT, and Other Power Regions. See Note 5 — Segment Information of the Combined Notes to Consolidated Financial Statements for additional information on our reportable segments. Goodwill is primarily reported within our ERCOT segment. See Note 12 — Intangible Assets of the Combined Notes to Consolidated Financial Statements for additional information.

For reporting units with goodwill, we perform a qualitative assessment to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. As part of the qualitative assessment, we evaluate macroeconomic conditions, such as deterioration in general economic conditions, industry and market considerations, cost factors, and overall financial performance. If we determine, on the basis of qualitative factors, that the fair value of the reporting unit is more likely than not greater than the carrying amount, no further testing is required.

If the qualitative test determines that it is more likely than not that the fair value of the reporting unit is less than its carrying amount, a quantitative goodwill impairment test is performed by calculating the fair value of the reporting unit and comparing it to its carrying amount. The fair value of the reporting units is calculated using a weighted combination of the income approach, which estimates fair value based on discounted cash flows, and the market approach, which estimates fair value based on market comparables in our industry. The income approach uses our internal forecasts to determine estimated cash flows and uses significant assumptions including, but not limited to growth rates, discount rates, customer attrition rates, useful lives, and tax rates. These assumptions are used to arrive at estimated cash flows which are inherently uncertain. Similarly, while comparables used in the market approach are determined to be a reasonable proxy for the fair value of the reporting unit, there is judgment involved and the actual fair value may be different than the fair value implied by the market approach. If the carrying amount of the reporting unit is greater than its fair value, the reporting unit's goodwill is impaired. The goodwill impairment loss is the difference between the reporting unit's fair value and carrying amount, and is recorded as a reduction to goodwill and a charge to operating expense.

The 2025 annual assessments indicated no impairments. Adverse regulatory actions or changes in significant assumptions could result in future impairments of our goodwill.

The acquisition of Calpine is expected to add a significant amount of goodwill to our balance sheet which will be assessed for impairment in accordance with our policy described above.

See Note 1 — Basis of Presentation, Note 2 — Mergers, Acquisitions, and Dispositions, and Note 12 — Intangible Assets of the Combined Notes to Consolidated Financial Statements for additional information.

Unamortized Energy Contract Assets and Liabilities

UEC assets and liabilities represent the remaining unamortized balances of non-derivative energy and fuel contracts that we have acquired. The initial amount recorded represents the fair value of the contracts at the time of acquisition. The UEC assets and liabilities are amortized over the life of the contract in accordance with the expected realization of the underlying cash flows. Amortization of the unamortized energy and fuel contract assets and liabilities are recorded through Operating revenues or Purchased power and fuel expense, depending on the nature of the underlying contract. See Note 12 — Intangible Assets of the Combined Notes to Consolidated Financial Statements for additional information.

Impairment of Long-Lived Assets

We regularly monitor and evaluate the carrying value of long-lived assets or asset groups for recoverability whenever events or changes in circumstances indicate that the carrying value of those assets may not be recoverable. Indicators of potential impairment may include a deteriorating business climate, including, but not limited to, declines in energy prices, condition of the asset, or plans to dispose of a long-lived asset significantly before the end of its useful life.

The review of long-lived assets or asset groups for impairment utilizes significant assumptions about operating strategies and estimates of future cash flows, which require assessments of current and projected market conditions. Forecasting future cash flows requires assumptions regarding forecasted commodity prices for the sale of power and purchases of fuel and the expected operations of assets. A variation in the assumptions used could lead to a different conclusion regarding the recoverability of an asset or asset group and, thus, could potentially result in material future impairments. An impairment evaluation is based on an undiscounted cash flow analysis at the lowest level at which cash flows of the long-lived assets or asset groups are largely independent of the cash flows of other assets and liabilities. The lowest level of independent cash flows is determined by the evaluation of several factors, including the geographic dispatch of the generating units and the hedging strategies related to those units. The cash flows from our generating units are generally evaluated at a regional portfolio level (asset group), given the interdependency of cash flows generated from the customer supply and risk management activities within each region. In certain cases, our generating assets may be evaluated on an individual basis where those assets are contracted on a long-term basis with a third party and operations are independent of other generating assets.

On a quarterly basis, we assess our long-lived assets or asset groups for indicators of potential impairment. If indicators are present for a long-lived asset or asset group, a comparison of the undiscounted expected future cash flows to the carrying value is performed. When the undiscounted cash flow analysis indicates the carrying value of a long-lived asset or asset group may not be recoverable, the amount of the impairment loss is determined by measuring the excess of the carrying amount of the long-lived asset or asset group over its fair value. The fair value of the long-lived asset or asset group is dependent upon a market participant's view of the exit price of the long-lived asset or asset group. This includes significant assumptions of the estimated future cash flows generated by the long-lived assets or asset groups and market discount rates. Events and circumstances often do not occur as expected, resulting in differences between prospective financial information and actual results, which may be material. The determination of fair value is driven by both internal assumptions that include significant unobservable inputs, such as revenue and generation forecasts, projected capital investments, maintenance expenditures, and discount rates, as well as information from various public, financial and industry sources.

Depreciable Lives of Property, Plant, and Equipment

We have significant investments in electric generating assets. These assets are generally depreciated on a straight-line basis, using the group, composite or unitary methods of depreciation. The group approach is typically for groups of similar assets that have approximately the same useful lives and the composite approach is used for heterogeneous assets that have different lives. Under both methods, a reporting entity depreciates the assets over the average life of the assets in the group. The estimation of asset useful lives requires management judgment, informed by formal depreciation studies of historical asset retirement experiences conducted at least every five years and other factors, including expected energy market conditions, operating costs, and capital investment requirements. Management reassesses these estimates when events or changes in circumstances indicate that revisions may be necessary. When a determination has been made that an asset's current estimated useful life will be shortened or extended, depreciation provisions will be adjusted which could have a material impact on future results of operations.

See Note 1 — Basis of Presentation and Note 8 — Property, Plant, and Equipment of the Combined Notes to Consolidated Financial Statements for information regarding depreciation and estimated useful lives of the property, plant and equipment.

Accounting for Derivative Instruments

We use derivative instruments to manage commodity price risk, foreign currency exchange risk and interest rate risk related to ongoing business operations. Our derivative activities are in accordance with our RMP. See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information.

We account for derivative financial instruments under the applicable authoritative guidance. Determining whether a contract qualifies as a derivative requires that management exercise significant judgment, including assessing market liquidity as well as determining whether a contract has one or more underlying and one or more notional quantities. Changes in management's assessment of contracts and the liquidity of their markets, and changes in

authoritative guidance, could result in previously excluded contracts becoming in scope of existing authoritative guidance.

All derivatives are recognized on the balance sheet at their fair value, except for certain derivatives that qualify for, and are elected under, NPNS. Derivatives executed for economic hedging purposes are recorded at fair value through earnings. NPNS transactions are not required to be recorded at fair value, but rather on an accrual basis of accounting. Determining whether a contract qualifies for NPNS requires judgment as to whether the contract will physically deliver and requires that management ensure compliance with all associated qualification and documentation requirements.

Commodity Contracts. Identification of a commodity contract as an economic hedge requires us to determine that the contract is in accordance with the RMP. We make estimates and assumptions concerning future commodity prices, load requirements, interest rates, the timing of future transactions and their probable cash flows, the fair value of contracts and expected changes in fair value in deciding whether to enter derivative transactions, and in determining the initial accounting treatment for derivative transactions. Under the authoritative guidance for fair value measurements, we categorize these derivatives under a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

Derivative contracts are traded in both exchange-based and non-exchange-based markets. Exchange-based derivatives that are valued using unadjusted quoted prices in active markets are generally categorized in Level 1 in the fair value hierarchy.

Certain derivative pricing is verified using indicative price quotations available through brokers or over-the-counter, online exchanges. The price quotations reflect the average of the mid-point of the bid-ask spread from observable markets that we believe provide the most liquid market for the commodity. The price quotations are reviewed and corroborated to ensure the prices are observable and representative of an orderly transaction between market participants. Our derivatives are traded predominantly at liquid trading points. The remaining derivative contracts are valued using models that consider inputs such as contract terms, including maturity, and market parameters, and assumptions of the future prices of commodities, interest rates, volatility, credit worthiness and credit spread. For derivatives that trade in liquid markets, such as generic forwards, swaps, and options, the model inputs are generally observable. Such instruments are categorized in Level 2.

For derivatives that trade in less liquid markets with limited pricing information, the model inputs generally would include both observable and unobservable inputs and are categorized in Level 3.

We consider non-performance risk, including credit risk in the valuation of derivative contracts, and both historical and current market data in our assessment of non-performance risk. The impacts of non-performance and credit risk to date have not been material to the consolidated financial statements.

See ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK and Note 15 — Derivative Financial Instruments and Note 17 — Fair Value of Financial Assets and Liabilities of the Combined Notes to Consolidated Financial Statements for additional information regarding derivative instruments.

Defined Benefit Pension and Other Postretirement Employee Benefits

Approximately half of our employees participate in the defined benefit pension and OPEB plans that we sponsor. Measuring plan obligations and costs involves various factors, including valuation assumptions and inputs and accounting policy elections. When developing the required assumptions, we consider historical information as well as future expectations. The measurement of these benefit obligations and costs is affected by several assumptions including the discount rate, the long-term expected rate of return on plan assets, the anticipated rate of increase of health care costs, our contributions, the rate of compensation increases, and the long-term expected investment rate credited to employees of certain plans, among others. The assumptions are updated annually and during any interim remeasurement.

Pension and OPEB plan assets include U.S. and international equity securities, fixed income securities, and alternative investments such as real assets, private equity, private credit, and hedge funds.

Expected Rate of Return on Plan Assets. To determine the EROA, we consider forecasted future long-term capital market performance, weighted by our target asset class allocations. We calculate the expected return on pension and OPEB plan assets by multiplying the EROA by the MRV of plan assets at the beginning of the year,

considering anticipated contributions and benefit payments to be made during the year. The MRV for pension and OPEB plan assets is based on either fair value or a calculated value that systematically and rationally recognizes changes in fair value over multiple years. For the majority of pension plan assets, we use a calculated value that adjusts for 20% of the difference between fair value and expected MRV, resulting in less volatile expected asset returns to be recognized as a component of pension cost from year to year. For OPEB plan assets and certain pension plan assets, we use fair value to calculate the MRV.

Discount Rate. Discount rates are determined by developing a spot rate curve based on the yield to maturity of high-quality corporate bonds with similar maturities to the pension and OPEB obligations. These spot rates discount the estimated future benefit distribution amounts for the pension and OPEB plans. The discount rate is the single level rate that matches the spot rate curve. We utilize an analytical tool developed by our actuaries to determine these rates.

Mortality. The mortality assumption includes a base table for the current expectation of life expectancy of the population adjusted by an improvement scale that attempts to anticipate future improvements in life expectancy. Upon remeasurement as of December 31, 2024 and 2025, we utilized the mortality tables and projection scales released by the SOA.

Sensitivity to Changes in Key Assumptions. The following table illustrates the effects of changing certain of the actuarial assumptions reflected above and as discussed in Note 14 — Retirement Benefits of the Combined Notes to Consolidated Financial Statements, while holding all other assumptions constant:

				Increase / (Decrease)		
Actuarial Assumption	**Pension**	**OPEB**	**Change in Assumption**	**Pension**	**OPEB**	**Total**
Change in 2026 cost:						
Discount rate[a]	5.38 %	5.30 %	0.5 %	$ (19)	$ 2	$ (17)
	5.38 %	5.30 %	(0.5)%	19	3	22
EROA	6.50 %	6.00 %	0.5 %	(36)	(3)	(39)
	6.50 %	6.00 %	(0.5)%	36	3	39
Change in benefit obligation as of December 31, 2025:						
Discount rate[a]	5.38 %	5.30 %	0.5 %	(328)	(63)	(391)
	5.38 %	5.30 %	(0.5)%	356	69	425

(a) Generally, the discount rate will have a larger impact on the pension and OPEB cost and obligation as the rate moves closer to 0%. Therefore, the sensitivities above cannot be extrapolated for larger changes in the discount rate. Additionally, our liability-driven hedging investment strategy for our pension asset portfolio is not reflected in the sensitivities shown, which do not account for the offsetting impact that discount rate changes may have on pension asset returns.

See Note 1 — Basis of Presentation and Note 14 — Retirement Benefits of the Combined Notes to Consolidated Financial Statements for additional information regarding the accounting for the defined benefit pension and OPEB plans.

Taxation

Significant management judgment is required in determining our provision for income taxes, primarily due to the uncertainty related to tax positions taken, as well as deferred tax assets and liabilities and valuation allowances. We account for uncertain income tax positions using a benefit recognition model with a two-step approach, including a more-likely-than-not recognition threshold and a measurement approach based on the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. Management evaluates each position based on the technical merits and facts and circumstances of the position, assuming the position will be examined by a taxing authority having full knowledge of all relevant information. Significant judgment is required to determine whether the recognition threshold has been met and, if so, the appropriate amount of tax benefits to be recorded in the consolidated financial statements.

We evaluate quarterly the probability of realizing deferred tax assets by reviewing a forecast of future taxable income and our intent and ability to implement tax planning strategies, if necessary, to realize deferred tax

assets. We also assess negative evidence, such as the expiration of historical operating loss or tax credit carryforwards, that could indicate our inability to realize our deferred tax assets. Based on the combined assessment, we record valuation allowances for deferred tax assets when it is more likely than not such benefit will not be realized in future periods.

Actual income taxes could vary from estimated amounts due to the future impacts of various items, including future changes in income tax laws, our forecasted financial condition and results of operations, failure to successfully implement tax planning strategies, as well as results of audits and examinations of filed tax returns by taxing authorities. See Note 13 — Income Taxes of the Combined Notes to Consolidated Financial Statements for additional information.

Accounting for Loss Contingencies

In the preparation of our financial statements, we make judgments regarding the future outcome of contingent events and record liabilities for loss contingencies that are probable and can be reasonably estimated based upon available information. The amount recorded may differ from the actual expense incurred when the uncertainty is resolved and may have a material impact to our results of operations or financial condition.

Environmental Costs. Environmental investigation and remediation liabilities are based upon estimates with respect to the number of sites for which we will be responsible, the scope and cost of work to be performed at each site, the portion of costs that will be shared with other parties, the timing of the remediation work, regulations, and the requirements of local governmental authorities. These matters, if resolved in a manner different from the estimate, could have a material impact to our results of operations or financial condition. See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information.

Other, Including Personal Injury Claims. For accidents we maintain insurance coverage for general liability, automotive liability, workers' compensation, and personal injury claims and are self-insured to the extent that losses are within policy deductibles or exceed the amount of insurance maintained. We have reserves for both open claims asserted, and an estimate of claims incurred but not reported (IBNR). The IBNR reserve is estimated based on actuarial assumptions and analysis and is updated annually. Future events, such as the number of new claims to be filed each year, the average cost of disposing of claims, as well as the numerous uncertainties surrounding litigation and possible state and national legislative measures could cause the actual costs to be higher or lower than estimated. Accordingly, these claims, if resolved in a manner different from the estimate, could have a material impact to our results of operations or financial condition.

Revenue Recognition

Sources of Revenue and Determination of Accounting Treatment. We earn revenue from various business activities including competitive sales of power, natural gas, and other energy-related products and sustainable solutions.

The accounting treatment for revenue recognition is based on the nature of the underlying transaction and applicable authoritative guidance. We primarily apply the Revenue from Contracts with Customer, Government Assistance, and Derivatives and Hedging guidance to recognize revenue, as discussed in more detail below.

Revenue from Contracts with Customers. We recognize revenues in the period in which the performance obligations within contracts with customers are satisfied, which generally occurs when power, natural gas and other energy-related products and sustainable solutions are provided to the customer. Transactions within the scope of Revenue from Contracts with Customers generally include non-derivative agreements, contracts that are designated as NPNS and spot-market energy commodity sales, including settlements with RTOs and ISOs.

The determination of our retail power and natural gas sales to individual customers is based on systematic readings of customer meters, generally monthly. Energy delivered to customers that has not yet been billed as of the reporting period is estimated and corresponding unbilled revenue is recorded. The measurement of unbilled revenue is based upon individual customer meter readings, forecasted volumes, and applicable rates. See Note 1 — Basis of Presentation and Note 4 — Revenue from Contracts with Customers of the Combined Notes to Consolidated Financial Statements for additional information.

Government Assistance. Our existing nuclear plants are eligible for federal government incentives including transferable tax credits for qualifying electric production volumes. The nuclear PTC is subject to legislative and regulatory changes, which can affect the availability and amount of credits. Repeal or significant reduction or modification of the PTC could have a material impact on our financial performance depending on gross receipts received by our nuclear units each year. Further, the nuclear PTC continues to be the subject of additional guidance, from the U.S. Treasury and IRS, and may materially impact the total amount of benefits we receive. Absence of prescriptive guidance requires the application of judgment in determining annual gross receipts, a primary component in the determination of the credit. We closely monitor developments in relevant tax laws and regulations to anticipate and mitigate potential risks. Given that the nuclear PTC is a function of annual gross receipts, quarterly results rely on forecasted gross receipts for the fiscal year. Energy prices are volatile and are impacted by various factors beyond our control. Significant deviations in market prices from those we've forecasted could materially impact our quarterly recognition of nuclear PTC revenues as we progress through the calendar year. See ITEM 1. BUSINESS – Price and Supply Risk Management for additional information on how we mitigate market price risk. See Note 6 — Government Assistance of the Combined Notes to the Consolidated Financial Statements for additional information.

Derivative Revenues. We record revenues and expenses using the fair value method of accounting for transactions that are accounted for as derivatives. These derivative transactions primarily relate to commodity price risk management activities. Derivative revenues and expenses include inception gains or losses on new transactions where the fair value is observable, unrealized gains and losses from changes in the fair value of open contracts, and realized gains and losses.

Financial Results of Operations

GAAP Results of Operations. The following table sets forth our consolidated GAAP Net Income (Loss) Attributable to Common Shareholders for the year ended December 31, 2025 compared to 2024. For additional information regarding the financial results for the years ended December 31, 2025 and 2024, see the discussions of Results of Operations below.

	For the Years Ended December 31,		
	2025	2024	$ Change
GAAP Net Income (Loss) Attributable to Common Shareholders	$ 2,319	$ 3,749	$ (1,430)

Adjusted (non-GAAP) Operating Earnings. We utilize Adjusted (non-GAAP) Operating Earnings (and/or its per share equivalent) in our internal analysis, and in communications with investors and analysts, as a consistent measure for comparing our financial performance and discussing the factors and trends affecting our business. The presentation of Adjusted (non-GAAP) Operating Earnings is intended to complement and should not be considered an alternative to, nor more useful than, the presentation of GAAP Net Income.

The table below provides a reconciliation of GAAP Net Income to Adjusted (non-GAAP) Operating Earnings. Adjusted (non-GAAP) Operating Earnings is not a standardized financial measure and may not be comparable to other companies' presentations of similarly titled measures.

Unless otherwise noted, the income tax impact of each reconciling adjustment between GAAP Net Income (Loss) Attributable to Common Shareholders and Adjusted (non-GAAP) Operating Earnings is based on the marginal statutory federal and state income tax rates, taking into account whether the income or expense item is taxable or deductible, respectively, in whole or in part, which may result in an effective tax rate that differs from the marginal rate. The marginal statutory income tax rate was 25.6% and 25.5% for the years ended December 31, 2025 and 2024, respectively. The following table provides a reconciliation between GAAP Net Income (Loss) Attributable to Common Shareholders and Adjusted (non-GAAP) Operating Earnings for the year ended December 31, 2025 compared to 2024.

	For the Years Ended December 31,			
	2025		2024	
		Earnings Per Share[a]		Earnings Per Share[a]
GAAP Net Income (Loss) Attributable to Common Shareholders	$ 2,319	$ 7.40	$ 3,749	$ 11.89
Unrealized (Gain) Loss on Fair Value Adjustments (net of taxes $243 and $346, respectively)[b]	709	2.26	(1,026)	(3.25)
Plant Retirements and Divestitures (net of taxes $5 and $9, respectively)	15	0.05	28	0.09
Decommissioning-Related Activities (net of taxes $535 and $244, respectively)[c]	(254)	(0.81)	(50)	(0.16)
Pension & OPEB Non-Service (Credits) Costs (net of taxes $13 and $2, respectively)	38	0.12	5	0.02
Acquisition-Related Costs (net of taxes $4 and $2, respectively)[d]	97	0.31	6	0.02
Change in Environmental Liabilities (net of taxes $2 and $22, respectively)	5	0.02	65	0.21
Separation Costs (net of taxes $— and $3, respectively)	—	—	9	0.03
ERP System Implementation Costs (net of taxes $— and $3, respectively)	—	—	8	0.02
Income Tax-Related Adjustments[e]	22	0.07	(52)	(0.17)
Noncontrolling Interests[f]	(7)	(0.02)	(7)	(0.02)
Adjusted (non-GAAP) Operating Earnings	$ 2,944	$ 9.39	$ 2,735	$ 8.67

(a) Amounts may not sum due to rounding. Earnings per share amount is based on average diluted common shares outstanding of 314 million and 315 million for the years ended December 31, 2025 and 2024, respectively.
(b) Includes unrealized gains and losses on economic hedges, interest rate swaps, and fair value adjustments related to gas imbalances and equity investments.
(c) Reflects all gains and losses associated with NDTs, ARO accretion, ARC depreciation, ARO remeasurement, and impacts of contractual offset for Regulatory Agreement Units. The tax effects of Regulatory Agreement Units result in a 100% effective tax rate under contractual offset accounting. Additionally, the tax effects of NDT investment returns result in different effective tax rates depending on whether the underlying funds are held within qualified or non-qualified trusts.
(d) Reflects acquisition-related costs associated with the Calpine merger. The majority of these expenses are not tax deductible.
(e) Adjustment to deferred income taxes due to changes in forecasted apportionment.
(f) Represents elimination of the noncontrolling interest portion of certain adjustments included above.

Results of Operations

	2025	2024	$ Change
Operating revenues	$ 25,533	$ 23,568	$ 1,965
Operating expenses			
Purchased power and fuel	14,681	11,419	3,262
Operating and maintenance	6,159	6,159	—
Depreciation and amortization	985	1,123	(138)
Taxes other than income taxes	622	586	36
Total operating expenses	22,447	19,287	3,160
Gain (loss) on sales of assets and businesses	—	71	(71)
Operating income (loss)	3,086	4,352	(1,266)
Other income and (deductions)			
Interest expense, net	(511)	(506)	(5)
Other, net	936	670	266
Total other income and (deductions)	425	164	261
Income (loss) before income taxes	3,511	4,516	(1,005)
Income tax (benefit) expense	1,187	774	413
Equity in income (losses) of unconsolidated affiliates	(1)	(4)	3
Net income (loss)	2,323	3,738	(1,415)
Net income (loss) attributable to noncontrolling interests	4	(11)	15
Net income (loss) attributable to common shareholders	$ 2,319	$ 3,749	$ (1,430)

Year Ended December 31, 2025 Compared to Year Ended December 31, 2024. The variance in Net income (loss) attributable to common shareholders was unfavorable by $1,430 million primarily due to:

- Lower Nuclear PTC revenues in 2025. See Note 6 — Government Assistance of the Combined Notes to Consolidated Financial Statements for additional information;
- Unfavorable net unrealized losses on economic hedges; and
- Higher net unrealized losses on equity investments.

The unfavorable items were partially offset by:

- Favorable market and portfolio conditions primarily driven by higher capacity revenues and generation-to-load optimization;
- Favorable net ZEC revenues, including the impacts of higher revenue recognized for ZECs delivered under the Illinois ZEC program in prior planning years; and
- Favorable net realized and unrealized NDT fund investment activity.

Operating revenues. Our five reportable segments are Mid-Atlantic, Midwest, New York, ERCOT, and Other Power Regions. See Note 5 — Segment Information of the Combined Notes to Consolidated Financial Statements for additional information on these reportable segments.

Wholesale and retail sales of natural gas, as well as sales of other energy-related products and sustainable solutions and other miscellaneous business activities that are not significant to overall results of operations are reported under Other and not allocated to a region.

For the year ended December 31, 2025 compared to 2024, Operating revenues were as follows:

	2025	2024	2025 vs. 2024 $ Change	2025 vs. 2024 % Change
Mid-Atlantic	$ 6,487	$ 5,522	$ 965	17.5 %
Midwest	5,804	4,805	999	20.8 %
New York	2,190	2,050	140	6.8 %
ERCOT	1,904	1,550	354	22.8 %
Other Power Regions	5,583	5,506	77	1.4 %
Total reportable segment electric revenues	21,968	19,433	2,535	13.0 %
Other	4,370	3,819	551	14.4 %
Unrealized gains (losses)[a]	(805)	316	(1,121)	
Total Operating revenues	$ 25,533	$ 23,568	$ 1,965	8.3 %

(a) % Change in unrealized gains (losses) is not a meaningful measure.

Sales and Supply Sources. Our sales and supply volumes (GWhs) by region are summarized below:

(GWhs)	2025	2024	2025 vs. 2024 Change	2025 vs. 2024 % Change
Nuclear Generation[a]				
Mid-Atlantic	52,914	52,898	16	— %
Midwest	93,866	95,321	(1,455)	(1.5)%
New York	26,339	25,134	1,205	4.8 %
ERCOT	9,571	8,358	1,213	14.5 %
Total Nuclear Generation	182,690	181,711	979	0.5 %
Natural Gas, Oil and Renewables[a]				
Mid-Atlantic	1,966	2,137	(171)	(8.0)%
Midwest	1,121	1,116	5	0.4 %
ERCOT	12,933	14,778	(1,845)	(12.5)%
Other Power Regions	6,234	8,692	(2,458)	(28.3)%
Total Natural Gas, Oil and Renewables	22,254	26,723	(4,469)	(16.7)%
Purchased Power				
Mid-Atlantic	17,140	15,729	1,411	9.0 %
Midwest	1,777	928	849	91.5 %
ERCOT	3,028	3,249	(221)	(6.8)%
Other Power Regions	42,054	41,077	977	2.4 %
Total Purchased Power	63,999	60,983	3,016	4.9 %
Total Supply/Sales by Region				
Mid-Atlantic	72,020	70,764	1,256	1.8 %
Midwest	96,764	97,365	(601)	(0.6)%
New York	26,339	25,134	1,205	4.8 %
ERCOT	25,532	26,385	(853)	(3.2)%
Other Power Regions	48,288	49,769	(1,481)	(3.0)%
Total Supply/Sales	268,943	269,417	(474)	(0.2)%

(a) Includes the proportionate share of output where we have an undivided ownership interest in jointly-owned generating plants.

Nuclear Fleet Capacity Factor. The following table presents nuclear fleet operating data for our plants that reflects our ownership percentage for stations operated by us and excludes Salem and STP, which are operated by PSEG and STPNOC, respectively. The nuclear fleet capacity factor presented in the table is defined as the ratio of the actual output of a unit (or combination of units) over a period of time to its output if the unit had operated at net monthly mean capacity for that time period. We consider capacity factor to be a useful measure to analyze the nuclear fleet performance between periods. We have included the analysis below as a complement to the financial information provided in accordance with GAAP. However, these measures are not a presentation defined under GAAP and may not be comparable to other companies' presentations or be more useful than the GAAP information provided elsewhere in this report.

	2025	2024
Nuclear fleet capacity factor	94.7 %	94.6 %
Refueling outage days	215	230
Non-refueling outage days	57	36

Electricity Prices. As a producer and supplier of electricity, the price of electricity has a significant impact on our operating revenues and purchased power cost. We report the sale and purchase of electricity in the spot market on a net hourly basis in either Operating revenues or Purchased power and fuel expense within each region, depending on our net hourly position. The price of electricity is impacted by several variables, including but not limited to, the price of fuels, generation resources in the region, weather, ongoing competition, emerging technologies, as well as macroeconomic and regulatory factors. The following table presents an average day-ahead around-the-clock reference price ($/MWh) for the periods presented for each of our major regions and does not necessarily reflect prices we ultimately realized.

			2025 vs. 2024	
Location (Region)	2025	2024	$ Change	% Change
PJM West (Mid-Atlantic)	$ 50.19	$ 33.74	$ 16.45	48.8 %
ComEd (Midwest)	36.62	25.50	11.12	43.6 %
Central (New York)	56.31	34.12	22.19	65.0 %
North (ERCOT)	32.94	26.97	5.97	22.1 %
Southeast Massachusetts (Other)[a]	68.56	41.70	26.86	64.4 %

(a) Reflects New England, which comprises the majority of the activity in the Other region.

Capacity Prices. We participate in capacity auctions in each of our major regions, except ERCOT which does not have a capacity market. We also incur capacity costs associated with load served, which are factored into customer sales prices. Capacity prices have a material impact on our operating revenues and purchased power and fuel expense. We report capacity on a net monthly basis within each region in either Operating revenues or Purchased power and fuel expense, depending on our net monthly position. The following table presents the average capacity prices ($/MW Day) for each of our major regions. Prices reflect the weighted average prices for the various auction periods within the years ended December 31, 2025 and 2024.

			2025 vs. 2024	
Location (Region)	2025	2024	$ Change	% Change
Eastern Mid-Atlantic Area Council (Mid-Atlantic)	$ 179.79	$ 51.89	$ 127.90	246.5 %
ComEd (Midwest)	169.50	31.09	138.41	445.2 %
Rest of State (New York)	134.56	106.44	28.12	26.4 %
Southeast New England (Other)	446.97	581.69	(134.72)	(23.2)%

ZEC Prices. We are compensated through state programs for the emissions-free attributes of our nuclear generation. The following table includes the average ZEC reference prices ($/MWh) for each of our major regions in which state programs have been enacted. Gross prices reflect the weighted average price for the various delivery periods within the years ended December 31, 2025 and 2024 and may not necessarily reflect prices we ultimately realize as a result of interaction with the nuclear PTC discussed below.

			2025 vs. 2024	
State (Region)[a]	2025	2024	$ Change	% Change
New Jersey (Mid-Atlantic)[b]	$ 10.00	$ 9.98	$ 0.02	0.2 %
Illinois (Midwest)[c]	4.59	5.60	(1.01)	(18.0)%
New York (New York)	15.64	18.27	(2.63)	(14.4)%

(a) See ITEM 1. BUSINESS, Environmental Matters and Regulation for additional information on the plants receiving payments through state programs.
(b) The New Jersey ZEC program concluded in May 2025.
(c) See Note 4 — Revenue from Contracts with Customers of the Combined Notes to Consolidated Financial Statements for additional information on the Illinois ZEC program.

Illinois CMC Price. The price received (paid) for each CMC is determined by the IPA monthly by subtracting energy and capacity index prices from the bid price, which resulted in $32.50 per MWh for the period June 2023 through May 2024, $33.43 per MWh for the period June 2024 through May 2025 and $33.50 per MWh for the period June 2025 through May 2026. If the monthly CMC price per MWh calculation results in a net positive value, ComEd will multiply that value by the delivered quantity and pay the total to us. If the CMC price per MWh calculation results in a net negative value, we will multiply this value by the delivered quantity and pay the net value to ComEd. The average CMC prices per MWh were ($7.58) and $8.05 for the years ended December 31, 2025 and 2024, respectively. The average CMC prices may not necessarily reflect prices we ultimately realize as a result of interaction with the nuclear PTC discussed below.

Nuclear PTC. Beginning in 2024, our nuclear units are eligible for a PTC extending through 2032. The nuclear PTC provides a transferable credit up to $15 per MWh and is subject to phase-out when annual gross receipts are between $25.00 per MWh and $43.75 per MWh and $26.00 per MWh and $44.75 per MWh for 2024 and 2025, respectively. Both the amount of the PTC and the gross receipts thresholds adjust for inflation annually through the duration of the program based on the GDP price deflator for the preceding calendar year.

Many of the state-sponsored programs (e.g., ZECs and CMCs) providing compensation for the emissions-free attributes of generation from certain of our nuclear units include contractual or other provisions that require us to refund that compensation up to the amount of the nuclear PTC received or pass through the entirety of the nuclear PTC received. See Note 6 — Government Assistance of the Combined Notes to Consolidated Financial Statements for additional information on the nuclear PTC.

The following table summarizes the impacts to Operating revenues related to the benefits of nuclear PTC and state-sponsored programs subject to refund or pass through as described above for the year ended December 31, 2025 compared to 2024:

			2025 vs. 2024	
	2025	2024	$ Change	% Change
Nuclear PTC revenue[a]	$ 320	$ 2,080	$ (1,760)	(84.6)%
State-sponsored programs net revenue[b]	(125)	(50)	(75)	150.0 %

(a) Our estimate required the exercise of judgment in determining the amount of nuclear PTC expected for each of our nuclear units. Refer to Note 6 — Government Assistance of the Combined Notes to Consolidated Financial Statements for additional information.
(b) Includes only state-sponsored programs that have contractual or other provisions that require us to refund that compensation up to the amount of the nuclear PTC received or pass through the entirety of the nuclear PTC received.

For the year ended December 31, 2025 compared to 2024, changes in **Operating revenues** by segment were approximately as follows:

	2025 vs. 2024		Description
	$ Change	% Change	
Mid-Atlantic	$ 965	17.5 %	• favorable retail load revenue of $700 primarily due to higher contracted energy prices and load volumes • favorable realized economic hedges of $450 due to settled prices relative to hedged prices • favorable wholesale load revenue of $325 primarily due to higher contracted energy prices, partially offset by • unfavorable activity due to absence of nuclear PTC revenue of $515 due to higher energy and capacity prices in the current year
Midwest	999	20.8 %	• favorable net generation and wholesale load revenue of $730 primarily due to higher energy prices, partially offset by lower generation volumes • favorable realized economic hedges of $720 due to settled prices relative to hedged prices • favorable retail load revenue of $520 primarily due to higher contracted energy prices and load volumes • favorable net capacity revenue of $195 primarily due to higher prices • favorable net ZEC revenue of $130 primarily due to revenue recognized for Illinois ZECs delivered in prior planning years; partially offset by • unfavorable activity due to lower nuclear PTC revenue of $1,090 and lower net CMC program revenue of $210 due to higher energy and capacity prices in the current year
New York	140	6.8 %	• favorable net generation revenue of $255 associated with the sale of generation volumes relative to purchase power to supply load primarily due to higher energy prices and generation volumes • favorable retail load revenue of $110 primarily due to higher contracted energy prices • favorable ZEC program revenue of $105 primarily due to the absence of the refund associated with nuclear PTC revenue, partially offset by • unfavorable activity due to absence of nuclear PTC revenue of $150 due to higher energy prices in the current year • unfavorable realized economic hedges of $185 due to settled prices relative to hedged prices
ERCOT	354	22.8 %	• favorable realized economic hedges of $150 due to settled prices relative to hedged prices • favorable wholesale load revenue of $120 primarily due to higher contracted energy prices, partially offset by lower load volumes • favorable retail load revenue of $75 primarily due to higher contracted energy prices and load volumes

	2025 vs. 2024		Description
	$ Change	% Change	
Other Power Regions	77	1.4 %	• favorable retail load revenue of $50 primarily due to higher contracted energy prices
Other	551	14.4 %	• favorable retail gas revenue of $410 primarily due to higher gas prices • favorable revenues in the United Kingdom, inclusive of realized economic hedges, of $160 primarily due to higher energy prices
Unrealized gains or losses[a][b]	(1,121)		• losses on economic hedging activities of $805 in 2025 compared to gains of $316 in 2024
Total	$ 1,965	8.3 %	

(a) % Change in unrealized gains or losses is not a meaningful measure.
(b) See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information on unrealized gains and losses.

Purchased power and fuel. See Operating revenues above for discussion of our reportable segments and hedging strategies and for supplemental statistical data, including sales and supply sources by region, nuclear fleet capacity factor, capacity prices, and electricity prices.

Wholesale and retail natural gas activity, energy-related activity in the United Kingdom, as well as other miscellaneous business activities that are not significant to overall results of operations are reported under Other and are not allocated to a region.

For the year ended December 31, 2025 compared to 2024, Purchased power and fuel expense were as follows:

			2025 vs. 2024	
	2025	2024	$ Change	% Change
Mid-Atlantic	$ 3,076	$ 2,442	$ 634	26.0 %
Midwest	2,102	1,603	499	31.1 %
New York	590	597	(7)	(1.2)%
ERCOT	767	503	264	52.5 %
Other Power Regions	4,764	4,238	526	12.4 %
Total electric purchased power and fuel	11,299	9,383	1,916	20.4 %
Other	3,569	2,997	572	19.1 %
Unrealized losses (gains)[a]	(187)	(961)	774	
Total purchased power and fuel	$ 14,681	$ 11,419	$ 3,262	28.6 %

(a) % Change in unrealized losses (gains) is not a meaningful measure.

For the year ended December 31, 2025 compared to 2024, changes in **Purchased power and fuel** expense by segment were approximately as follows:

	2025 vs. 2024		Description
	$ Change	% Change	
Mid-Atlantic	$ 634	26.0 %	• unfavorable cost of $660 associated with purchased power to supply load, net of generation, primarily due to higher energy prices, as well as higher prices associated with net capacity costs, partially offset by • favorable realized economic hedges of $105 due to settled prices relative to hedged prices
Midwest	499	31.1 %	• unfavorable cost of $460 associated with purchased power to supply load, net of generation, primarily due to higher transmission costs and energy prices

	2025 vs. 2024		Description
	$ Change	% Change	
New York	(7)	(1.2)%	• no individually significant drivers
ERCOT	264	52.5 %	• unfavorable cost of $210 associated with purchased power to supply load, net of generation, primarily due to higher energy prices • unfavorable realized economic hedges of $60, due to settled prices relative to hedged prices
Other Power Regions	526	12.4 %	• unfavorable purchased power of $1,330 primarily due to lower generation volumes driven by the retirement of Mystic Units 8 and 9, higher energy prices, and higher ancillary charges, partially offset by • favorable realized economic hedges of $835 due to settled prices relative to hedged prices
Other	572	19.1 %	• unfavorable net wholesale gas purchases, inclusive of realized economic hedges, of $315 primarily due to higher gas prices • unfavorable purchases in the United Kingdom, inclusive of realized economic hedges, of $190 primarily due to higher energy prices • unfavorable fair value adjustments related to gas imbalances of $65
Unrealized gains or losses[a][b]	774		• gains on economic hedging activities of $187 in 2025 compared to gains of $961 in 2024
Total	$ 3,262	28.6 %	

(a) % Change in unrealized gains or losses is not a meaningful measure.
(b) See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information on unrealized gains and losses.

Other, net was favorable for the year ended December 31, 2025 compared to 2024, due to activity described in the table below:

	Income (Deductions) For the Years Ended December 31,	
	2025	2024
Decommissioning-related activities[a]	$ 1,112	$ 567
Net unrealized gains (losses) from equity investments[b]	(304)	11
Other	128	92
Other, net	$ 936	$ 670

(a) Includes net realized and net unrealized gains (losses) on NDT fund investments, the elimination of decommissioning-related activities, and the elimination of income taxes related to all NDT fund activity for the Regulatory Agreement Units. See Note 10 — Asset Retirement Obligations and Note 22 — Supplemental Financial Information of the Combined Notes to Consolidated Financial Statements for additional information.
(b) Includes unrealized gains (losses) resulting from an equity investment in a publicly traded company. We record the fair value of this investment in Other deferred debits and other assets in the Consolidated Balance Sheets based on quoted market price of the stock.

Effective income tax rates were 33.8% and 17.1% for the years ended December 31, 2025 and 2024, respectively. The change in effective tax rate in 2025 compared to 2024 is primarily due to the decrease in nuclear PTCs generated, which are not taxable, as well as higher qualified NDT fund income that is taxed at a higher rate. See Note 13 — Income Taxes of the Combined Notes to Consolidated Financial Statements for additional information.

Liquidity and Capital Resources

For discussion of the year ended December 31, 2024 compared to the year ended December 31, 2023, refer to the Liquidity and Capital Resources section of MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS in the 2024 Form 10-K which was filed with the SEC on February 18, 2025.

All results included throughout the liquidity and capital resources section are presented on a GAAP basis.

Our operating and capital expenditure requirements are provided by internally generated cash flows from operations, as well as funds from bank borrowings and other capital market sources. Our business is capital intensive and requires considerable capital resources. We regularly evaluate our financing plan and credit line sizing, focusing on maintaining our investment grade credit ratings while meeting our cash needs to fund capital requirements, including funding construction expenditures, retiring debt, paying dividends, funding pension and OPEB obligations, and investing in new and existing ventures, such as our acquisition of Calpine and planned restart of Crane. A broad spectrum of financing alternatives beyond the core financing options can be used to meet our needs and fund growth, including monetizing assets in the portfolio via project financing, asset sales, and the use of other financing structures (e.g., issuing equity, joint ventures, minority partners, etc.). Our access to external financing on reasonable terms depends on our credit ratings and current overall capital market business conditions. If these conditions deteriorate to the extent that we no longer have access to the capital markets at reasonable terms, we have access to credit facilities with aggregate bank commitments of $9.5 billion. We utilize our credit facilities to support our commercial paper programs, provide for other short-term borrowings and to issue letters of credit. See the "Credit Matters and Cash Requirements" section below for additional information. We expect cash flows to be sufficient to meet operating expenses, financing costs, and capital expenditure requirements. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

Cash Flow Activities

The following table summarizes our cash flow activities for the years ended December 31, 2025 and 2024, respectively:

	For the Years Ended December 31,		$ Change
	2025	2024	
Cash, restricted cash, and cash equivalents at beginning of period	$ 3,129	$ 454	$ 2,675
Net cash provided by (used in):			
Operating activities	4,237	(2,464)	6,701
Investing activities	(3,198)	7,428	(10,626)
Financing activities	(420)	(2,289)	1,869
Net increase (decrease) in cash, restricted cash, and cash equivalents	619	2,675	(2,056)
Cash, restricted cash, and cash equivalents at end of period	$ 3,748	$ 3,129	$ 619

Net Cash Provided By (Used In) Operating Activities

Cash provided by operating activities was $4,237 million for the year ended December 31, 2025, compared to cash used in operating activities of ($2,464) million for the year ended December 31, 2024. Changes in our cash flows from operations were generally consistent with changes in results of operations, as adjusted for changes in working capital in the normal course of business. In December 2024, we amended our Accounts Receivable Facility whereby we now retain the rights to our receivables and any changes in our receivable balance flow through operating activities. This increase in cash flows from operating activities was partially offset by cash outflows associated with an increase in collateral postings. See Note 7 — Accounts Receivable and Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information.

Net Cash Provided By (Used In) Investing Activities

Cash used in investing activities was ($3,198) million for the year ended December 31, 2025, compared to cash provided by investing activities of $7,428 million for the year ended December 31, 2024. The change was primarily due to an amendment of our Accounts Receivable Facility. Prior to the amendment, the collection and reinvestment of proceeds associated with the sale of receivables were treated as cash flows from investing activities in the Consolidated Statements of Cash Flows. As a result of the amendment, cash collections of accounts receivable are now treated as Cash flows from operating activities in the Consolidated Statements of Cash Flows. See Note 7 — Accounts Receivable of the Combined Notes to Consolidated Financial Statements for additional information.

Net Cash Provided By (Used In) Financing Activities

Cash used in financing activities was ($420) million for the year ended December 31, 2025, compared to cash used in financing activities of ($2,289) million for the year ended December 31, 2024. The change primarily relates to long-term debt and changes in short-term borrowings. Debt issuances and redemptions or repayments vary each year. The remaining change primarily relates to repurchases of common stock during each period. See Note 16 — Debt and Credit Agreements and Note 19 — Shareholders' Equity of the Combined Notes to Consolidated Financial Statements for additional information.

Debt Issuances and Redemptions

See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information on our long-term debt. Debt activity for 2025 and 2024 was as follows:

During 2025, the following long-term debt was issued (redeemed):

Type	Interest Rate	Maturity	Amount
2025 Senior Notes	3.25%	June 2025	$ (900)
West Medway II Nonrecourse Debt	1-month SOFR + 3.225% - 3.350%	March 2026	(52)
CR Nonrecourse Debt	3-month SOFR + 2.00% - 2.25%[a]	December 2027	(34)
Continental Wind Nonrecourse Debt	6.00%	February 2033	(31)
Antelope Valley DOE Nonrecourse Debt	2.29% - 3.56%	January 2037	(26)
Tax Exempt Pollution Control Revenue Bonds	4.45%	March 2025	(23)
RPG Nonrecourse Debt	4.11%	March 2035	(7)
Energy Efficiency Project Financing[b]	2.20% - 4.96%	December 2025 - March 2026	(3)
Total long-term debt issued (redeemed)			$ (1,076)

(a) The interest rate for long-term debt redemptions prior to October 2025 were based on SOFR + 2.25%. Beginning in October 2025, these redemptions are based on SOFR + 2.00%.
(b) Represents funding to install energy conservation measures. The maturity dates represent the expected date of project completion, upon which the respective customer assumes the outstanding debt.

During 2024, the following long-term debt was issued (redeemed):

Type	Interest Rate	Maturity	Amount
Green Senior Notes[a]	5.75%	March 2054	$ 900
Energy Efficiency Project Financing[b]	2.20% - 5.51%	March 2025 - April 2028	21
CR Nonrecourse Debt	3-month SOFR + 2.25% [c]	December 2027	(22)
Continental Wind Nonrecourse Debt	6.00%	February 2033	(28)
West Medway II Nonrecourse Debt	1-month SOFR + 3.225%	March 2026	(36)
Antelope Valley DOE Nonrecourse Debt	2.29% - 3.56%	January 2037	(26)
RPG Nonrecourse Debt	4.11%	March 2035	(9)
Total long-term debt issued (redeemed)			$ 800

(a) Issued to finance or refinance, in whole or in part, one or more new or existing Eligible Projects. Eligible Projects are defined as investments and expenditures made by us in the 24 months prior to or after the issuance of the notes within the following eligible green categories: clean generation fleet, clean hydrogen, energy storage, and clean commercial offerings.
(b) Represents funding to install energy conservation measures. The maturity dates represent the expected date of project completion, upon which the respective customer assumes the outstanding debt.
(c) The interest rate for long-term debt redemptions prior to July 2024 were based on SOFR + 2.76%. Beginning in July 2024 these redemptions are based on SOFR + 2.25%.

Calpine Acquisition

In January 2026, upon completion of the acquisition of Calpine, we assumed all of Calpine's outstanding obligations including approximately $12.6 billion of debt composed of approximately $7.6 billion of long-term debt and approximately $5 billion of various project financing arrangements. The acquisition of Calpine had the following impacts on our liquidity position:

- The purchase price included cash consideration of approximately $4.5 billion which was funded through cash on hand from normal operating activities at the time of acquisition.
- We assumed approximately $7.6 billion of long-term debt including senior unsecured and secured notes, and corporate term loans. In December 2025, we commenced private exchange offers and related consent solicitations ("Exchange Offers") with respect to certain outstanding debt of Calpine. Pursuant to the Exchange Offers, we issued new notes in January 2026 effectively replacing $2.3 billion of Calpine's senior unsecured and secured notes. Using the proceeds from our January 2026 bond issuance, as described more fully below, along with cash on hand and short-term debt, we repaid Calpine corporate term loans totaling $2.5 billion immediately after the acquisition closing and repaid additional Calpine senior secured first lien notes totaling $1.25 billion in February 2026. Following the debt exchange and redemptions discussed, approximately $1.5 billion of long-term Calpine corporate debt remains outstanding, which matures primarily in March 2028. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.
- We assumed approximately $5 billion of various project financing arrangements including:
    - Calpine Construction Finance Company, L.P. (CCFC) term loan, a first lien senior secured facility with $2.1 billion outstanding at acquisition. The CCFC term loan matures July 2030 and is secured by certain real and personal property of CCFC, primarily seven natural gas-fired power plants.
    - Geysers Power Company, LLC (GPC) term loan and credit facility, a first lien senior secured term loan facility, with approximately $1.35 billion and $45 million of borrowings outstanding under the term loan and credit facility, respectively, at acquisition. The GPC term loan and credit facility mature May 2029. The GPC term loan and credit facility is secured by certain real and personal property of GPC and subsidiaries primarily consisting of the Geysers Assets.

- Nova Power, LLC (Nova Power) credit agreement, comprising credit facilities intended to finance a portion of the cost of the development, construction and operation of the Nova Power battery storage project. These facilities include a first lien term loan with $591 million outstanding at acquisition and letter of credit facilities. The Nova Power credit agreement matures September 2031 and is secured by Nova Power's real and personal property.
- Greenfield LP (Greenfield) loan facility which includes a term loan with $342 million outstanding at acquisition and several letters of credit facilities. The Greenfield loan facility matures November 2030 and is secured by certain real and personal property, primarily the Greenfield Energy Center in Ontario, Canada.
- Pin Oak Creek Energy Center loan pursuant to the TEF with lender, PUCT, with an outstanding amount of $230 million at acquisition. The proceeds were used to finance anticipated eligible costs for the development, construction, and installation of Pin Oak Creek Energy Center in Texas. The loan will mature in October 2045.
- Calpine Development Holdings, LLC Revolver (CDHI Revolver) with total capacity of approximately $1.2 billion and borrowings totaling $319 million outstanding at acquisition. The CDHI Revolver matures March 2028.

- During 2025, we amended our RCF to increase the capacity from $4.5 billion to $7.0 billion, of which the incremental $2.5 billion became available upon closing of the Calpine acquisition. As a result, Calpine's revolving credit facility and commodity linked revolver were both paid off and terminated at the time of acquisition. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.
- We issued senior unsecured notes in January 2026 totaling $2.75 billion, the proceeds from which were used to retire certain outstanding indebtedness of Calpine following completion of the Calpine acquisition. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.
- In addition to the Calpine revolving credit facility and commodity linked revolver referenced above, we assumed credit facilities totaling approximately $2.3 billion of capacity, which is reduced by outstanding borrowings under the GPC term loan facility and CDHI Revolver totaling $364 million. At the time of the acquisition, there were outstanding letters of credit on the assumed facilities of approximately $1.7 billion. These facilities consist of secured and unsecured Calpine facilities and project facilities including the CDHI Revolver.
- We assumed Calpine's accounts receivable sales program with a financial institution which allows for the sale of, at a discount, up to $500 million of certain Calpine receivables. The program is set to mature November 2026. At the time of acquisition, there was $399 million of accounts receivable sold into the program outstanding.

Dividends

Quarterly dividends declared by our Board of Directors during 2025 and for the first quarter of 2026 were as follows:

Period	Declaration Date	Shareholder of Record Date	Dividend Payable Date	Cash per Share
First Quarter of 2025	February 18, 2025	March 7, 2025	March 18, 2025	$ 0.3878
Second Quarter of 2025	April 29, 2025	May 16, 2025	June 6, 2025	$ 0.3878
Third Quarter of 2025	August 5, 2025	August 18, 2025	September 5, 2025	$ 0.3878
Fourth Quarter of 2025	October 29, 2025	November 17, 2025	December 5, 2025	$ 0.3878
First Quarter of 2026	February 20, 2026	March 9, 2026	March 20, 2026	$ 0.4265

Credit Matters and Cash Requirements

We fund liquidity needs for capital expenditures, working capital, energy hedging and other financial commitments through cash flows from operations, public debt offerings, commercial paper markets and large, diversified credit facilities. As of December 31, 2025, we have access to facilities with aggregate bank commitments of $9.5 billion. We had access to the commercial paper markets and had availability under our revolving credit facilities during 2025 to fund our short-term liquidity needs, when necessary. We routinely review the sufficiency of our liquidity position, including appropriate sizing of credit facility commitments, by performing various stress test scenarios, such as commodity price movements, increases in margin-related transactions, changes in hedging levels, and the impacts of hypothetical credit downgrades. We closely monitor events in the financial markets and the financial institutions associated with the credit facilities, including monitoring credit ratings and outlooks, credit default swap levels, capital raising, and merger activity. See PART I, ITEM 1A. RISK FACTORS for additional information regarding the effects of uncertainty in the capital and credit markets.

We believe our cash flow from operating activities, access to credit markets and our credit facilities provide sufficient liquidity to support the estimated future cash requirements discussed below, including the cash consideration used to close on our acquisition of Calpine. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to Consolidated Financial Statements for additional information.

Security Ratings

Our access to the capital markets, including the commercial paper market, and our financing costs in those markets, may depend on our security ratings. A loss of investment grade credit rating would have required a three-notch downgrade by S&P or Moody's from their current levels as of December 31, 2025 of BBB+ and Baa1, to BB+ and Ba1 or below, respectively. As of December 31, 2025, we had $7.4 billion of available capacity under our credit facilities and $3.6 billion of cash on hand. In the event of a credit downgrade below investment grade and a resulting requirement to provide incremental collateral exceeding available capacity under our credit facilities and cash on hand, we would be required to access additional liquidity through the capital markets. Our borrowings are not subject to default or prepayment as a result of a downgrade of our securities, although such a downgrade could increase fees and interest charges under our credit agreements. Our credit ratings were affirmed by Moody's and S&P in January 2026 following the completion of the acquisition of Calpine.

If we had lost our investment grade credit ratings as of December 31, 2025, we would have been required to provide incremental collateral estimated to be approximately $2.7 billion to meet collateral obligations for derivatives, non-derivatives, NPNS, and applicable payables and receivables, net of the contractual right of offset under master netting agreements.

See Note 15 — Derivative Financial Instruments and Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

Capital Expenditures

Our most recent estimate of capital expenditures, inclusive of Calpine, is approximately $5.7 billion and $4.7 billion for 2026 and 2027, respectively. Approximately 29% of projected capital expenditures is for the acquisition of nuclear fuel, which includes additional nuclear fuel to increase inventory levels in response to the potential for the continuing Russia and Ukraine conflict to impact our long-term nuclear fuel supply. Additionally, the above estimates of capital expenditures include $3.9 billion of growth capital expenditures, including our planned restart of Crane, nuclear uprates, co-location infrastructure, and license renewals. The remaining amounts primarily reflect additions and upgrades to existing generation facilities (including material condition improvements during nuclear refueling outages). See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS, Other Key Business Drivers for more information on the Russia and Ukraine conflict.

Planned additions, upgrades and other investments are subject to periodic review and revision to reflect changes in economic conditions impacting our generating assets and other factors, including, but not limited to, market power prices, results of capacity auctions, potential legislative and regulatory actions, impacts of inflation, changes in the cost of materials and labor, and financing costs.

We anticipate funding these capital expenditures with a combination of internally generated funds and borrowings.

Pension and Other Postretirement Benefits

We consider various factors when making qualified pension funding decisions, including actuarially determined minimum contribution requirements under ERISA, contributions required to avoid benefit restrictions and at-risk status as defined by the Pension Protection Act, and management of the pension obligation. The Pension Protection Act requires the attainment of certain funding levels to avoid benefit restrictions (such as an inability to pay lump sums or to accrue benefits prospectively) and at-risk status (which triggers higher minimum contribution requirements and participant notification). The contributions in the table below reflect a funding strategy to make annual contributions to offset the growth of the liability. Unlike the qualified pension plans, our non-qualified pension plans are not subject to statutory minimum contribution requirements.

OPEB plans are also not subject to statutory minimum contribution requirements, though we have funded a portion of our plans. Annually, we evaluate whether additional funding for those plans is needed. For our funded OPEB plans, we consider several factors in determining the level of our contributions, including liabilities management and levels of benefit claims paid.

Expected contributions in 2026 or future years could be affected by adjustments in our pension and OPEB funding strategy, market conditions, or pension regulation changes. See Note 14 — Retirement Benefits of the Combined Notes to Consolidated Financial Statements for additional information on pension and OPEB contributions.

Cash Requirements for Other Financial Commitments

The following table summarizes our projected cash payments as of December 31, 2025 under existing financial commitments with fixed or minimum payments required:

	2026	Beyond 2026	Total	Time Period
Long-term debt	$ 92	$ 7,311	$ 7,403	2026 - 2054
Interest payments on long-term debt[a]	415	5,377	5,792	2026 - 2054
Operating leases[b]	56	353	409	2026 - 2056
Purchase power obligations[c]	772	1,199	1,971	2026 - 2043
Fuel purchase agreements[d]	1,742	9,087	10,829	2026 - 2040
Other purchase obligations[e]	1,873	2,825	4,698	2026 - 2057
SNF obligation	—	1,426	1,426	2026 - 2040
Pension contributions[f]	162	650	812	2026 - 2031
Cash consideration for the acquisition of Calpine[g]	4,500	—	4,500	2026
Total cash requirements	$ 9,612	$ 28,228	$ 37,840	

(a) Interest payments are estimated based on final maturity dates of debt securities outstanding at December 31, 2025 and do not reflect anticipated future refinancing, early redemptions, or debt issuances. Variable rate interest obligations are estimated based on rates as of December 31, 2025.
(b) Capacity payments associated with contracted generation lease agreements are net of sublease and capacity offsets of $48 million and $181 million for 2026 and beyond 2026, respectively and $229 million in total.
(c) Purchase power obligations primarily include REC purchases and capacity payments that are not unit contingent.
(d) Represents commitments to purchase nuclear fuel and related services and natural gas-related transportation and capacity.
(e) Represents the future estimated value at December 31, 2025 of the cash flows associated with all contracts, both cancellable and non-cancellable, entered into with third parties for the provision of services and materials, entered into in the normal course of business not specifically reflected elsewhere in this table. These estimates are subject to significant variability from period to period.
(f) These amounts represent our expected contributions to our qualified pension plans.
(g) In January 2026, we acquired all of the outstanding equity interest of Calpine in a cash and stock transaction. The aggregate purchase price included approximately $4.5 billion in cash. See Note 2 — Mergers, Acquisitions, and Dispositions of the Combined Notes to the Combined Consolidated for additional information.

See Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information on our other commitments potentially triggered by future events. Additionally, see below for where to find additional information regarding the financial commitments in the table above in the Combined Notes to Consolidated Financial Statements.

Item	Location within Combined Notes to Consolidated Financial Statements
Long-term debt	Note 16 — Debt and Credit Agreements
Interest payments on long-term debt	Note 16 — Debt and Credit Agreements
Operating leases	Note 11 — Leases
SNF obligation	Note 18 — Commitments and Contingencies
Pension contributions	Note 14 — Retirement Benefits

Accounts Receivable Facility

We have an accounts receivable financing facility that provides us access to revolving loans from a number of financial institutions secured by certain customer accounts receivables. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information.

Project Financing

Project financing is based upon a nonrecourse financial structure, in which project debt is paid back from the cash generated by a specific asset or portfolio of assets. Borrowings under these agreements are secured by the assets and equity of each respective project. Lenders do not have recourse against us in the event of a default. If a project financing entity does not maintain compliance with its specific debt covenants, there could be a requirement to accelerate repayment of the associated debt or other project-related borrowings earlier than the stated maturity dates. In these instances, if such repayment were not satisfied, or restructured, the lenders or security holders would generally have rights to foreclose against the project-specific assets and related collateral. The potential requirement to repay the debt or other borrowings earlier than otherwise anticipated could lead to impairments due to a higher likelihood of disposing of the respective project-specific assets significantly before the end of their useful lives. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information on project finance credit facilities and nonrecourse debt.

Credit Facilities

We meet our short-term liquidity requirements primarily through the issuance of commercial paper. We may use our credit facilities for general corporate purposes, including meeting short-term funding requirements and the issuance of letters of credit. During 2025, we increased the capacity of our RCF from $4.5 billion to $7.0 billion, of which the incremental $2.5 billion became available upon closing of the Calpine acquisition in January 2026. See Note 16 — Debt and Credit Agreements of the Combined Notes to Consolidated Financial Statements for additional information on our credit facilities.

Capital Structure

At December 31, 2025, our capital structure consisted of the following:

	Percentage of Capital Structure
Commercial paper and notes payable	7 %
Long-term debt	31 %
Member's equity	62 %

NRC Minimum Funding Requirements

NRC regulations require that licensees of nuclear generating facilities demonstrate reasonable assurance that sufficient funds will be available in certain minimum amounts for radiological decommissioning of the facility. These NRC minimum funding levels are typically based upon the assumption that decommissioning activities will commence after the end of the current licensed life of each unit. If a unit fails the NRC minimum funding test, then the plant's owners or parent companies would be required to take steps, such as providing financial

guarantees through surety bonds, letters of credit, or parent company guarantees or making additional cash contributions to the NDT fund to ensure sufficient funds are available. See Note 10 — Asset Retirement Obligations of the Combined Notes to Consolidated Financial Statements for additional information.

If a nuclear plant were to retire before the end of its licensed life, there is a risk that it will no longer meet the NRC minimum funding requirements due to the earlier commencement of decommissioning activities and a shorter time period over which the NDT funds could appreciate in value. A shortfall could require that we address the shortfall by providing additional financial assurances, such as surety bonds, letters of credit, or parent company guarantees for our share of the funding assurance. However, the amount of any assurance will ultimately depend on the decommissioning approach, the associated level of costs, and the NDT fund investment performance going forward. No later than two years after shutting down a plant, we must submit a Post-shutdown Decommissioning Activities Report (PSDAR) to the NRC that includes the planned option for decommissioning the site.

Upon issuance of any additional financial assurance mechanisms to address a decommissioning funding shortfall, subject to satisfying various regulatory preconditions, each site would be able to utilize the respective NDT funds for radiological decommissioning costs, which represent the majority of the total expected decommissioning costs. However, under the regulations, the NRC must approve an exemption in order for us to utilize the NDT funds to pay for non-radiological decommissioning costs (i.e., spent fuel management and site restoration costs, if applicable). Any amounts not covered by an exemption would be borne by us without reimbursement.

As of December 31, 2025, the Crane NDT is fully funded under the SAFSTOR scenario that was the planned decommissioning option, as described in the Crane PSDAR filed with the NRC in April 2019. We will continue to file Crane's decommissioning funding status with the NRC annually until restart, at which point we will file decommissioning funding status reports in accordance with applicable NRC requirements. Additionally, as of December 31, 2025, we have adequate NDT funds for the remaining radiological decommissioning cost at Zion Station related to the Independent Spent Fuel Storage Installation. Decommissioning costs other than radiological may require funding from us. See Note 10 — Asset Retirement Obligations of the Combined Notes to Consolidated Financial Statements for additional information.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks associated with adverse changes in commodity prices, counterparty credit, interest rates, and equity prices. We manage these risks through risk management policies and objectives for risk assessment, control and valuation, counterparty credit approval, and the monitoring and reporting of risk exposures. The Executive Committee and the Audit and Risk Committee of the Board of Directors have oversight responsibilities for risk management.

Commodity Price Risk

Commodity price risk is associated with price movements resulting from changes in supply and demand, fuel costs, market liquidity, weather conditions, governmental, regulatory, and environmental policies, and other factors. To the extent the total amount of energy we produce or procure differs from the amount of energy we have contracted to sell, we are exposed to market fluctuations in commodity prices. We seek to mitigate our commodity price risk through the sale and purchase of electricity, natural gas and oil, and other commodities.

Electricity available from our owned or contracted generation supply in excess of our obligations to customers is sold into the wholesale markets. To reduce commodity price risk caused by market fluctuations, we enter into non-derivative contracts as well as derivative contracts, including swaps, futures, forwards, and options, with approved counterparties to hedge anticipated exposures in locations and periods where our load serving activities do not naturally offset existing generation portfolio risk. Portfolio hedging activities are generally concentrated in the prompt three years, when customer demand and market liquidity enable effective price risk mitigation. We expect the settlement of the majority of our economic hedges will occur during 2026 through 2028. We also enter transactions that further optimize the economic benefits of our overall portfolio.

In general, increases and decreases in forward market prices have a positive and negative impact, respectively, on owned and contracted generation positions that have not been hedged. Beginning in 2024, our existing nuclear fleet is eligible for a nuclear PTC, an important tool in managing commodity price risk for each nuclear unit not already receiving state support. The nuclear PTC provides increasing levels of support as unit revenues

decline below levels established in the IRA and is further adjusted for inflation annually through the duration of the program based on the GDP price deflator for the preceding calendar year. See Note 6 — Government Assistance of the Combined Notes to Consolidated Financial Statements for additional information.

The forecasted market price risk exposure is the risk of a change in the value of unhedged positions. The forecasted market price risk exposure as of December 31, 2025 for our portfolio associated with a hypothetical $5/MWh reduction in the annual average around-the-clock energy price results in an impact to earnings that is not material for 2026 and 2027. See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information.

Fuel Procurement

We procure natural gas through long-term and short-term contracts, and spot-market purchases. Nuclear fuel is obtained predominantly through long-term contracts for uranium concentrates, conversion services, enrichment services, (or a combination thereof) and fabrication services, including contracts sourced from Russia. The supply markets for uranium concentrates and certain nuclear fuel services are subject to price fluctuations and availability restrictions. Supply market conditions may make our procurement contracts subject to credit risk related to the potential non-performance of counterparties to deliver the contracted commodity or service at the contracted prices. We engage a diverse set of suppliers to secure the nuclear fuel needed to continue to operate our nuclear fleet long-term. Approximately 35% of our uranium concentrate requirements from 2026 through 2030 are supplied by three suppliers. To-date, we have not experienced any counterparty credit risk associated with these suppliers stemming from the Russia and Ukraine conflict. In the event of non-performance by these or other suppliers, we believe that replacement uranium concentrate can be obtained, although at prices that may be unfavorable when compared to the prices under the current supply agreements. Geopolitical developments, including the Russia and Ukraine conflict and United States, United Kingdom, European Union, and Canadian sanctions against Russia, have the potential to impact delivery from multiple suppliers in the international uranium processing industry. Non-performance by these counterparties could have a material adverse impact on our results of operation or financial condition. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — Other Key Business Drivers for more information on the Russia and Ukraine conflict.

Commodity Derivative Activity

The following table provides detail on changes in our commodity derivative contract net assets (liabilities) balance sheet position from January 1, 2024 to December 31, 2025. This table incorporates the unrealized gains and losses that are immediately recorded in earnings. This table excludes all NPNS contracts. See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information on the balance sheet classification of the commodity derivative contract net assets (liabilities) recorded as of December 31, 2025 and 2024.

	2025	2024
Beginning balance as of January 1[a]	$ 317	$ 1,108
Total change in fair value of contracts recorded in results of operations	(725)	(654)
Reclassification to realized at settlement of contracts recorded in results of operations	104	1,934
Changes in allocated collateral	764	(1,813)
Net option premium paid (received)	(38)	(216)
Option premium amortization	103	(32)
Upfront payments and amortizations[b]	(23)	(10)
Foreign currency translation	2	—
Ending balance as of December 31[a]	$ 504	$ 317

(a) Amounts are shown net of collateral paid to and received from counterparties.
(b) Includes derivative contracts acquired or sold through upfront payments or receipts of cash, excluding option premiums, and the associated amortizations.

Fair Values

The following table presents maturity and source of fair value for commodity derivative contract net assets (liabilities). See Note 17 — Fair Value of Financial Assets and Liabilities of the Combined Notes to Consolidated Financial Statements for additional information regarding fair value measurements and the fair value hierarchy.

	Maturities Within						
	2026	2027	2028	2029	2030	2031 and Beyond	Total Fair Value
Commodity derivative contracts[a]:							
Actively quoted prices (Level 1)	$ 145	$ 26	$ (17)	$ (12)	$ —	$ —	$ 142
Prices provided by external sources (Level 2)	86	99	31	6	—	—	222
Prices based on model or other valuation methods (Level 3)	236	(130)	14	(10)	(28)	58	140
Total	$ 467	$ (5)	$ 28	$ (16)	$ (28)	$ 58	$ 504

(a) Amounts are shown net of collateral paid to and received from counterparties (and offset against derivative assets and liabilities) of $1,352 million at December 31, 2025.

Credit Risk

We would be exposed to credit-related losses in the event of non-performance by counterparties that execute derivative instruments. The credit exposure of derivative contracts, before collateral, is represented by the fair value of contracts at the reporting date. See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for a detailed discussion of credit risk.

Credit-Risk-Related Contingent Features

As part of the normal course of business, we routinely enter into physically or financially settled contracts for the purchase and sale of capacity, electricity, fuels, emissions allowances, and other energy-related products. In accordance with the contracts and applicable law, if we are downgraded by a credit rating agency, especially if such downgrade is to a level below investment grade, it is possible that a counterparty would attempt to rely on such a downgrade as a basis for making a demand for adequate assurance of future performance. Depending on our net position with a counterparty, the demand could be for the posting of collateral. In the absence of expressly agreed-to provisions that specify the collateral that must be provided, collateral requested will be a function of the facts and circumstances of the situation at the time of the demand. See Note 15 — Derivative Financial Instruments and Note 18 — Commitments and Contingencies of the Combined Notes to Consolidated Financial Statements for additional information regarding the letters of credit supporting the cash collateral.

We sell output through bilateral contracts. The bilateral contracts are subject to credit risk, which relates to the ability of counterparties to meet their contractual payment obligations. Any failure to collect these payments from counterparties could have a material impact on our results of operation or financial condition. As market prices rise above or fall below contracted price levels, we are required to post collateral with purchasers; as market prices fall below contracted price levels, counterparties are required to post collateral with us. To post collateral, we depend on access to bank credit facilities, which serve as liquidity sources to fund collateral requirements. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS, Liquidity and Capital Resources — Credit Matters and Cash Requirements — Credit Facilities for additional information.

RTOs and ISOs

We participate in all of the established wholesale energy markets that are administered by PJM, ISO-NE, NYISO, CAISO, MISO, SPP, AESO, and ERCOT. ERCOT is not subject to regulation by FERC but performs a similar function in Texas to that performed by RTOs and ISOs in markets regulated by FERC. In these areas, power and related products are traded through bilateral agreements between buyers and sellers and in the energy markets that are administered by the RTOs or ISOs, as applicable. In areas where there is no RTO or ISO to administer energy markets, electricity and related products are purchased and sold solely through bilateral agreements. For activities administered by an RTO or ISO, the RTO or ISO maintains financial assurance policies that are established and enforced by those administrators. The credit policies of the RTOs and ISOs may, under certain circumstances, require that losses arising from the default of one member be shared by the remaining participants. Non-performance or non-payment by a major member of an RTO or ISO could result in a material adverse impact on our results of operations or financial condition.

Exchange Traded Transactions

We enter into commodity transactions on NYMEX, ICE, NASDAQ, NGX, and the Nodal exchange (each an Exchange and, collectively, Exchanges). The Exchange clearinghouses act as the counterparty to each trade. Transactions on the Exchanges must adhere to comprehensive collateral and margining requirements. As a result, transactions on Exchanges are significantly collateralized and have limited counterparty credit risk.

Interest Rate and Foreign Exchange Risk

We use a combination of fixed-rate and variable-rate debt to manage interest rate exposure. We may also utilize interest rate swaps to manage our interest rate exposure, including derivatives to lock in rate levels in anticipation of future financings. A hypothetical 50 basis points change in interest rates associated with unhedged variable-rate long term debt and interest rate swaps would not have resulted in a material impact to our earnings for the year ended December 31, 2025. To manage foreign exchange rate exposure associated with international energy purchases in currencies other than U.S. dollars, we utilize foreign currency derivatives, which are typically designated as economic hedges. See Note 15 — Derivative Financial Instruments of the Combined Notes to Consolidated Financial Statements for additional information.

Equity Price Risk

We maintain trust funds, as required by the NRC, to fund the costs of decommissioning our nuclear plants. Our NDT funds are reflected at fair value in the Consolidated Balance Sheets. The mix of securities in the trust funds is designed to provide returns to be used to fund decommissioning and to compensate us for inflationary increases in decommissioning costs; however, the equity securities in the trust funds are exposed to price fluctuations in equity markets, and the value of fixed-rate, fixed-income securities are exposed to changes in interest rates. We actively monitor the investment performance of the trust funds and periodically review asset allocations in accordance with our NDT fund investment policy.

A hypothetical 25 basis point increase in interest rates and 10% decrease in equity prices would have resulted in a $1,099 million reduction in the fair value of our NDT trust assets as of December 31, 2025. This calculation holds all other variables constant and assumes only the discussed changes in interest rates and equity prices. See Liquidity and Capital Resources section of ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS, and Note 10 — Asset Retirement Obligations of the Combined Notes to Consolidated Financial Statements for additional information.

Our employee benefit plan trusts also hold investments in equity and debt securities. See ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS — Critical Accounting Policies and Estimates for sensitivity analysis of key assumptions in the valuation of our Pension and OPEB obligations.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Management's Report on Internal Control Over Financial Reporting

The management of Constellation Energy Corporation (CEG Parent) is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

CEG Parent's management assessed the effectiveness of CEG Parent's internal control over financial reporting as of December 31, 2025. In making this assessment, management used the criteria in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, CEG Parent's management concluded that, as of December 31, 2025, CEG Parent's internal control over financial reporting was effective.

The effectiveness of CEG Parent's internal control over financial reporting as of December 31, 2025, has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

February 24, 2026

Management's Report on Internal Control Over Financial Reporting

The management of Constellation Energy Generation, LLC (Constellation) is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Constellation's management assessed the effectiveness of Constellation's internal control over financial reporting as of December 31, 2025. In making this assessment, management used the criteria in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, Constellation's management concluded that, as of December 31, 2025, Constellation's internal control over financial reporting was effective.

February 24, 2026

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Constellation Energy Corporation

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the consolidated financial statements, including the related notes, as listed in the index appearing under Item 15(a)(1)(i), and the financial statement schedule listed in the index appearing under Item 15(a)(1)(ii), of Constellation Energy Corporation and its subsidiaries (the "Company") (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 8. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Nuclear Decommissioning Asset Retirement Obligations (ARO) Assessment

As described in Notes 1 and 10 to the consolidated financial statements, the Company has a legal obligation to decommission its nuclear power plants following the permanent cessation of operations. To estimate its decommissioning obligations management uses a probability- weighted, discounted cash flow model which, on a unit-by-unit basis, considers multiple outcome scenarios that include significant estimates and assumptions, and are based on decommissioning cost studies, cost escalation rates, probabilistic cash flow models, and discount rates. Management updates its ARO annually, unless circumstances warrant more frequent updates, based on its review of updated cost studies and its annual evaluation of cost escalation factors and probabilities assigned to various scenarios. As of December 31, 2025, the nuclear decommissioning ARO was $12.9 billion.

The principal considerations for our determination that performing procedures relating to the Company's nuclear decommissioning ARO assessment is a critical audit matter are (i) the significant judgment by management when estimating its decommissioning obligations; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating the reasonableness of management's discounted cash flow model and significant assumptions related to decommissioning cost studies; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's development of the inputs, assumptions, and discounted cash flow model used in management's ARO assessment. These procedures also included, among others (i) testing management's process for estimating the decommissioning obligations by evaluating the appropriateness of the discounted cash flow model; (ii) testing the completeness and accuracy of data used by management; and (iii) evaluating the reasonableness of management's significant assumptions related to decommissioning cost studies. Professionals with specialized skill and knowledge were used to assist in evaluating the results of decommissioning cost studies.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2026

We have served as the Company's auditor since 2022.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Member of Constellation Energy Generation, LLC

Opinion on the Financial Statements

We have audited the consolidated financial statements, including the related notes, as listed in the index appearing under Item 15(a)(2)(i), and the financial statement schedule listed in the index appearing under Item 15(a)(2)(ii), of Constellation Energy Generation, LLC and its subsidiaries (the "Company") (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Nuclear Decommissioning Asset Retirement Obligations (ARO) Assessment

As described in Notes 1 and 10 to the consolidated financial statements, the Company has a legal obligation to decommission its nuclear power plants following the permanent cessation of operations. To estimate its decommissioning obligations management uses a probability- weighted, discounted cash flow model which, on a unit-by-unit basis, considers multiple outcome scenarios that include significant estimates and assumptions, and are based on decommissioning cost studies, cost escalation rates, probabilistic cash flow models, and discount rates. Management updates its ARO annually, unless circumstances warrant more frequent updates, based on its review of updated cost studies and its annual evaluation of cost escalation factors and probabilities assigned to various scenarios. As of December 31, 2025, the nuclear decommissioning ARO was $12.9 billion.

The principal considerations for our determination that performing procedures relating to the Company's nuclear decommissioning ARO assessment is a critical audit matter are (i) the significant judgment by management when

estimating its decommissioning obligations; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating the reasonableness of management's discounted cash flow model and significant assumptions related to decommissioning cost studies; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's development of the inputs, assumptions, and discounted cash flow model used in management's ARO assessment. These procedures also included, among others (i) testing management's process for estimating the decommissioning obligations by evaluating the appropriateness of the discounted cash flow model; (ii) testing the completeness and accuracy of data used by management; and (iii) evaluating the reasonableness of management's significant assumptions related to decommissioning cost studies. Professionals with specialized skill and knowledge were used to assist in evaluating the results of decommissioning cost studies.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2026

We have served as the Company's auditor since 2001.

Constellation Energy Corporation and Subsidiary Companies
Consolidated Statements of Operations and Comprehensive Income

(In millions, except per share data)	For the Years Ended December 31, 2025	2024	2023
Operating revenues	$ 25,533	$ 23,568	$ 24,918
Operating expenses			
Purchased power and fuel	14,681	11,419	16,001
Operating and maintenance	6,159	6,159	5,685
Depreciation and amortization	985	1,123	1,096
Taxes other than income taxes	622	586	553
Total operating expenses	22,447	19,287	23,335
Gain (loss) on sales of assets and businesses	—	71	27
Operating income (loss)	3,086	4,352	1,610
Other income and (deductions)			
Interest expense, net	(511)	(506)	(431)
Other, net	936	670	1,268
Total other income and (deductions)	425	164	837
Income (loss) before income taxes	3,511	4,516	2,447
Income tax (benefit) expense	1,187	774	859
Equity in income (losses) of unconsolidated affiliates	(1)	(4)	(11)
Net income (loss)	2,323	3,738	1,577
Net income (loss) attributable to noncontrolling interests	4	(11)	(46)
Net income (loss) attributable to common shareholders	$ 2,319	$ 3,749	$ 1,623
Comprehensive income (loss), net of income taxes			
Net income (loss)	$ 2,323	$ 3,738	$ 1,577
Other comprehensive income (loss), net of income taxes			
Pension and non-pension postretirement benefit plans:			
Prior service benefit reclassified to periodic benefit cost	(4)	(4)	(4)
Actuarial loss reclassified to periodic cost	72	75	25
Pension and non-pension postretirement benefit plans valuation adjustment	(219)	(176)	(453)
Unrealized gain (loss) on cash flow hedges	7	4	(1)
Unrealized gain (loss) on foreign currency translation	21	(10)	2
Other comprehensive income (loss), net of income taxes	(123)	(111)	(431)
Comprehensive income (loss)	$ 2,200	$ 3,627	$ 1,146
Comprehensive income (loss) attributable to noncontrolling interests	4	(11)	(46)
Comprehensive income (loss) attributable to common shareholders	$ 2,196	$ 3,638	$ 1,192
Average shares of common stock outstanding:			
Basic	313	315	323
Assumed exercise and/or distributions of stock-based awards	1	—	1
Diluted	314	315	324
Earnings per average common share			
Basic	$ 7.40	$ 11.91	$ 5.02
Diluted	$ 7.40	$ 11.89	$ 5.01

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Corporation and Subsidiary Companies
Consolidated Statements of Cash Flows

(In millions)	For the Years Ended December 31, 2025	2024	2023
Cash flows from operating activities			
Net income (loss)	$ 2,323	$ 3,738	$ 1,577
Adjustments to reconcile net income (loss) to net cash flows provided by (used in) operating activities			
Depreciation, amortization, and accretion, including nuclear fuel and energy contract amortization	2,601	2,700	2,514
Deferred income taxes and amortization of ITCs	273	222	251
Net fair value changes related to derivatives	645	(1,297)	996
Net realized and unrealized (gains) losses on NDT funds	(708)	(311)	(476)
Net realized and unrealized (gains) losses on equity investments	279	(11)	(307)
Other non-cash operating activities	(223)	(172)	18
Changes in assets and liabilities:			
Accounts receivable	(363)	688	396
Inventories	(134)	(99)	60
Accounts payable and accrued expenses	316	1,121	(1,330)
Option premiums received (paid), net	38	216	26
Collateral received (posted), net	(773)	1,803	(1,491)
Income taxes	625	296	325
Pension and non-pension postretirement benefit contributions	(211)	(184)	(54)
Other assets and liabilities	(451)	(11,174)	(7,806)
Net cash flows provided by (used in) operating activities	4,237	(2,464)	(5,301)
Cash flows from investing activities			
Capital expenditures	(2,949)	(2,565)	(2,422)
Proceeds from NDT fund sales	6,946	6,005	5,822
Investment in NDT funds	(7,284)	(6,282)	(6,050)
Collection of DPP, net	—	10,217	7,340
Acquisitions of assets and businesses	(14)	(32)	(1,690)
Other investing activities	103	85	31
Net cash flows provided by (used in) investing activities	(3,198)	7,428	3,031
Cash flows from financing activities			
Change in short-term borrowings	—	(1,105)	146
Proceeds from short-term borrowings with maturities greater than 90 days	1,650	200	539
Repayments of short-term borrowings with maturities greater than 90 days	—	(739)	(200)
Issuance of long-term debt	—	920	3,195
Retirement of long-term debt	(1,076)	(121)	(168)
Dividends paid on common stock	(486)	(444)	(366)
Repurchases of common stock	(400)	(999)	(992)
Other financing activities	(108)	(1)	42
Net cash flows provided by (used in) financing activities	(420)	(2,289)	2,196
Increase (decrease) in cash, restricted cash, and cash equivalents	619	2,675	(74)
Cash, restricted cash, and cash equivalents at beginning of period	3,129	454	528
Cash, restricted cash, and cash equivalents at end of period	$ 3,748	$ 3,129	$ 454
Supplemental disclosure of non-cash investing and financing activities			
Increase (decrease) in DPP	$ —	$ 9,045	$ 8,097
Increase (decrease) in PP&E related to ARO update	187	(1,486)	501

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Corporation and Subsidiary Companies
Consolidated Balance Sheets

(In millions)	December 31, 2025	December 31, 2024
ASSETS		
Current assets		
Cash and cash equivalents	$ 3,641	$ 3,022
Restricted cash and cash equivalents	107	107
Accounts receivable, net	4,266	3,718
Derivative assets	945	843
Inventories, net	1,736	1,600
Renewable energy credits	789	797
Other	635	689
Total current assets	12,119	10,776
Property, plant, and equipment (net of accumulated depreciation and amortization of $19,072 and $18,088, respectively)	22,474	21,235
Deferred debits and other assets		
Nuclear decommissioning trust funds	19,336	17,305
Goodwill	420	420
Derivative assets	450	372
Other	2,450	2,818
Total deferred debits and other assets	22,656	20,915
Total assets[a]	$ 57,249	$ 52,926
LIABILITIES AND EQUITY		
Current liabilities		
Short-term borrowings	$ 1,650	$ —
Long-term debt due within one year	92	1,028
Accounts payable and accrued expenses	4,294	3,943
Derivative liabilities	467	467
Renewable energy credit obligation	1,075	1,076
Other	366	332
Total current liabilities	7,944	6,846
Long-term debt	7,250	7,384
Deferred credits and other liabilities		
Deferred income taxes and unamortized ITCs	3,544	3,331
Asset retirement obligations	13,193	12,449
Pension and non-pension postretirement benefit obligations	1,977	1,875
Payables related to Regulatory Agreement Units	5,334	4,518
Derivative liabilities	414	399
Other	2,740	2,585
Total deferred credits and other liabilities	27,202	25,157
Total liabilities[a]	42,396	39,387
Commitments and contingencies (Note 18)		
Shareholders' equity		
Common stock (No par value, 1,000 shares authorized, 312 shares and 313 shares outstanding, respectively)	11,043	11,402
Retained earnings (deficit)	5,899	4,066
Accumulated other comprehensive income (loss), net	(2,425)	(2,302)
Total shareholders' equity	14,517	13,166
Noncontrolling interests	336	373
Total equity	14,853	13,539
Total liabilities and shareholders' equity	$ 57,249	$ 52,926

(a) Our consolidated assets include $4,551 million and $4,318 million at December 31, 2025 and 2024, respectively, of certain VIEs that can only be used to settle the liabilities of the VIE. Our consolidated liabilities include $914 million and $968 million at December 31, 2025 and 2024, respectively, of certain VIEs for which the VIE creditors do not have recourse to us. See Note 21–Variable Interest Entities for additional information.

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Corporation and Subsidiary Companies
Consolidated Statements of Changes in Equity

	Shareholders' Equity					
(In millions, shares in thousands)	Issued Shares	Common Stock	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss), net	Noncontrolling Interests	Total Equity
Balance, December 31, 2022	327,130	$ 13,274	$ (496)	$ (1,760)	$ 354	$ 11,372
Net Income (loss)	—	—	1,623	—	(46)	1,577
Employee incentive plans	902	81	—	—	—	81
Changes in equity of noncontrolling interest	—	—	—	—	53	53
Common stock dividends ($0.2820/common share)	—	—	(366)	—	—	(366)
Common stock repurchased	(10,560)	(1,000)	—	—	—	(1,000)
Other comprehensive income (loss), net of income taxes	—	—	—	(431)	—	(431)
Balance, December 31, 2023	317,472	$ 12,355	$ 761	$ (2,191)	$ 361	$ 11,286
Net Income (loss)	—	—	3,749	—	(11)	3,738
Employee incentive plans	885	56	—	—	—	56
Changes in equity of noncontrolling interest	—	—	—	—	23	23
Common stock dividends ($0.3525/common share)	—	—	(444)	—	—	(444)
Common stock repurchased	(5,519)	(1,009)	—	—	—	(1,009)
Other comprehensive income (loss), net of income taxes	—	—	—	(111)	—	(111)
Balance, December 31, 2024	312,838	$ 11,402	$ 4,066	$ (2,302)	$ 373	$ 13,539
Net Income (loss)	—	—	2,319	—	4	2,323
Employee incentive plans	799	39	—	—	—	39
Changes in equity of noncontrolling interest	—	—	—	—	(41)	(41)
Common stock dividends ($0.3878/common share)	—	—	(486)	—	—	(486)
Common stock repurchased	(1,282)	(404)	—	—	—	(404)
Capped call option contracts	—	6	—	—	—	6
Other comprehensive income (loss), net of income taxes	—	—	—	(123)	—	(123)
Balance, December 31, 2025	312,355	$ 11,043	$ 5,899	$ (2,425)	$ 336	$ 14,853

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Generation, LLC and Subsidiary Companies
Consolidated Statements of Operations and Comprehensive Income

(In millions)	For the Years Ended December 31, 2025	2024	2023
Operating revenues	$ 25,533	$ 23,568	$ 24,918
Operating expenses			
Purchased power and fuel	14,681	11,419	16,001
Operating and maintenance	6,159	6,159	5,685
Depreciation and amortization	985	1,123	1,096
Taxes other than income taxes	622	586	553
Total operating expenses	22,447	19,287	23,335
Gain (loss) on sales of assets and businesses	—	71	27
Operating income (loss)	3,086	4,352	1,610
Other income and (deductions)			
Interest expense, net	(511)	(506)	(431)
Other, net	936	670	1,268
Total other income and (deductions)	425	164	837
Income (loss) before income taxes	3,511	4,516	2,447
Income tax (benefit) expense	1,187	774	859
Equity in income (losses) of unconsolidated affiliates	(1)	(4)	(11)
Net income (loss)	2,323	3,738	1,577
Net income (loss) attributable to noncontrolling interests	4	(11)	(46)
Net income (loss) attributable to membership interest	$ 2,319	$ 3,749	$ 1,623
Comprehensive income (loss), net of income taxes			
Net income (loss)	$ 2,323	$ 3,738	$ 1,577
Other comprehensive income (loss), net of income taxes			
Pension and non-pension postretirement benefit plans:			
Prior service benefit reclassified to periodic benefit cost	(4)	(4)	(4)
Actuarial loss reclassified to periodic benefit cost	72	75	25
Pension and non-pension postretirement benefit plans valuation adjustment	(219)	(176)	(453)
Unrealized gain (loss) on cash flow hedges	7	4	(1)
Unrealized gain (loss) on foreign currency translation	21	(10)	2
Other comprehensive income (loss), net of income taxes	(123)	(111)	(431)
Comprehensive income (loss)	$ 2,200	$ 3,627	$ 1,146
Comprehensive income (loss) attributable to noncontrolling interests	4	(11)	(46)
Comprehensive income (loss) attributable to membership interest	$ 2,196	$ 3,638	$ 1,192

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Generation, LLC and Subsidiary Companies
Consolidated Statements of Cash Flows

(In millions)	For the Years Ended December 31, 2025	2024	2023
Cash flows from operating activities			
Net income (loss)	$ 2,323	$ 3,738	$ 1,577
Adjustments to reconcile net income (loss) to net cash flows provided by (used in) operating activities			
Depreciation, amortization, and accretion, including nuclear fuel and energy contract amortization	2,601	2,700	2,514
Deferred income taxes and amortization of ITCs	273	222	251
Net fair value changes related to derivatives	645	(1,297)	996
Net realized and unrealized (gains) losses on NDT funds	(708)	(311)	(476)
Net realized and unrealized (gains) losses on equity investments	279	(11)	(307)
Other non-cash operating activities	(304)	(218)	(44)
Changes in assets and liabilities:			
Accounts receivable	(363)	697	389
Receivables from and payables to affiliates, net	16	231	73
Inventories	(134)	(99)	60
Accounts payable and accrued expenses	326	1,116	(1,330)
Option premiums received (paid), net	38	216	26
Collateral received (posted), net	(773)	1,803	(1,491)
Income taxes	625	296	325
Pension and non-pension postretirement benefit contributions	(211)	(184)	(54)
Other assets and liabilities	(464)	(11,369)	(7,897)
Net cash flows provided by (used in) operating activities	4,169	(2,470)	(5,388)
Cash flows from investing activities			
Capital expenditures	(2,949)	(2,565)	(2,422)
Proceeds from NDT fund sales	6,946	6,005	5,822
Investment in NDT funds	(7,284)	(6,282)	(6,050)
Collection of DPP, net	—	10,217	7,340
Acquisitions of assets and businesses	(14)	(32)	(1,690)
Other investing activities	103	85	31
Net cash flows provided by (used in) investing activities	(3,198)	7,428	3,031
Cash flows from financing activities			
Change in short-term borrowings	—	(1,105)	146
Proceeds from short-term borrowings with maturities greater than 90 days	1,650	200	539
Repayments of short-term borrowings with maturities greater than 90 days	—	(739)	(200)
Issuance of long-term debt	—	920	3,195
Retirement of long-term debt	(1,076)	(121)	(168)
Distributions to member	(1,035)	(1,441)	(1,239)
Contributions from member	156	—	—
Other financing activities	(61)	3	23
Net cash flows provided by (used in) financing activities	(366)	(2,283)	2,296
Increase (decrease) in cash, restricted cash, and cash equivalents	605	2,675	(61)
Cash, restricted cash, and cash equivalents at beginning of period	3,115	440	501
Cash, restricted cash, and cash equivalents at end of period	$ 3,720	$ 3,115	$ 440
Supplemental disclosure of non-cash investing and financing activities			
Increase (decrease) in DPP	$ —	$ 9,045	$ 8,097
Increase (decrease) in PP&E related to ARO update	187	(1,486)	501

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Generation, LLC and Subsidiary Companies
Consolidated Balance Sheets

(In millions)	December 31, 2025	December 31, 2024
ASSETS		
Current assets		
Cash and cash equivalents	$ 3,641	$ 3,018
Restricted cash and cash equivalents	79	97
Accounts receivable, net	4,251	3,703
Derivative assets	945	843
Inventories, net	1,736	1,600
Renewable energy credits	789	797
Other	634	689
Total current assets	12,075	10,747
Property, plant, and equipment (net of accumulated depreciation and amortization of $19,072 and $18,088, respectively)	22,474	21,235
Deferred debits and other assets		
Nuclear decommissioning trust funds	19,336	17,305
Goodwill	420	420
Derivative assets	450	372
Other	2,443	2,814
Total deferred debits and other assets	22,649	20,911
Total assets[a]	$ 57,198	$ 52,893
LIABILITIES AND EQUITY		
Current liabilities		
Short-term borrowings	$ 1,650	$ —
Long-term debt due within one year	92	1,028
Accounts payable and accrued expenses	4,033	3,696
Payables to affiliates	365	349
Derivative liabilities	467	467
Renewable energy credit obligation	1,075	1,076
Other	358	328
Total current liabilities	8,040	6,944
Long-term debt	7,250	7,384
Deferred credits and other liabilities		
Deferred income taxes and unamortized ITCs	3,544	3,331
Asset retirement obligations	13,193	12,449
Pension and non-pension postretirement benefit obligations	1,977	1,875
Payables related to Regulatory Agreement Units	5,334	4,518
Derivative liabilities	414	399
Other	2,583	2,410
Total deferred credits and other liabilities	27,045	24,982
Total liabilities[a]	42,335	39,310
Commitments and contingencies (Note 18)		
Equity		
Member's equity		
Membership interest	10,144	10,538
Undistributed earnings (deficit)	6,808	4,974
Accumulated other comprehensive income (loss), net	(2,425)	(2,302)
Total member's equity	14,527	13,210
Noncontrolling interests	336	373
Total equity	14,863	13,583
Total liabilities and equity	$ 57,198	$ 52,893

(a) Our consolidated assets include $4,551 million and $4,318 million as of December 31, 2025 and 2024, respectively, of certain VIEs that can only be used to settle the liabilities of the VIE. Our consolidated liabilities include $914 million and $968 million as of December 31, 2025 and 2024, respectively, of certain VIEs for which the VIE creditors do not have recourse to us. See Note 21–Variable Interest Entities for additional information.

See the Combined Notes to Consolidated Financial Statements

Constellation Energy Generation, LLC and Subsidiary Companies
Consolidated Statements of Changes in Equity

(In millions)	Member's Equity			Noncontrolling Interests	Total Equity
	Membership Interest	Undistributed Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss), net		
Balance, December 31, 2022	$ 12,408	$ 412	$ (1,760)	$ 354	$ 11,414
Net Income (loss)	—	1,623	—	(46)	1,577
Changes in equity of noncontrolling interests	—	—	—	53	53
Distribution to member	(871)	(368)	—	—	(1,239)
Other comprehensive income (loss), net of income taxes	—	—	(431)	—	(431)
Balance, December 31, 2023	$ 11,537	$ 1,667	$ (2,191)	$ 361	$ 11,374
Net Income (loss)	—	3,749	—	(11)	3,738
Changes in equity of noncontrolling interests	—	—	—	23	23
Distribution to member	(999)	(442)	—	—	(1,441)
Other comprehensive income (loss), net of income taxes	—	—	(111)	—	(111)
Balance, December 31, 2024	$ 10,538	$ 4,974	$ (2,302)	$ 373	$ 13,583
Net Income (loss)	—	2,319	—	4	2,323
Changes in equity of noncontrolling interest	—	—	—	(41)	(41)
Contribution from member	156	—	—	—	156
Distribution to member	(550)	(485)	—	—	(1,035)
Other comprehensive income (loss), net of income taxes	—	—	(123)	—	(123)
Balance, December 31, 2025	$ 10,144	$ 6,808	$ (2,425)	$ 336	$ 14,863

See the Combined Notes to Consolidated Financial Statements

Combined Notes to Consolidated Financial Statements
(Dollars in millions, unless otherwise noted)

1. Basis of Presentation

Description of Business

We are the nation's largest producer of clean energy and a leading supplier of energy products and services. Our generating capacity includes primarily nuclear, wind, solar, and hydroelectric assets. Through our integrated business operations, we sell electricity, natural gas, and other energy-related products and sustainable solutions to various types of customers, including distribution utilities, municipalities, cooperatives, and commercial, industrial, public sector, and residential customers in markets across multiple geographic regions. We have five reportable segments: Mid-Atlantic, Midwest, New York, ERCOT, and Other Power Regions.

Basis of Presentation

Constellation Energy Corporation ("CEG Parent" or the "Company"), a Pennsylvania corporation, was formed for the purpose of separation of Constellation Energy Generation, LLC ("Constellation", formerly Exelon Generation Company, LLC) and its subsidiaries from its predecessor parent company, Exelon Corporation ("Exelon"), into an independent, publicly traded company. On February 1, 2022, the separation was completed by distributing all the outstanding shares of the Company's common stock, on a pro rata basis to the holders of its predecessor's common stock, with the Company holding all the interests in Constellation previously held by Exelon (the "Separation"). Constellation has been an individual registrant since 2002 with the registration of its public debt securities under the Securities Act. Prior to the Separation, Constellation historically filed consolidated financial statements as an individual registrant to reflect its financial position and operating results as a stand-alone, wholly owned subsidiary of Exelon.

The accompanying Consolidated Financial Statements have been prepared in accordance with GAAP for annual financial statements and in accordance with the instructions to Form 10-K and Regulation S-X promulgated by the SEC. The Consolidated Financial Statements include the accounts of our subsidiaries and all intercompany transactions have been eliminated. Certain prior period amounts have been reclassified to conform to the presentation in the current period. Amounts disclosed relate to CEG Parent and Constellation unless specifically noted as relating to CEG Parent only. Unless otherwise indicated or the context otherwise requires, references herein to the terms "we," "us," and "our" refer collectively to CEG Parent and Constellation.

We own 100% of our significant consolidated subsidiaries, either directly or indirectly, except for certain consolidated VIEs. The remaining interests in the consolidated VIEs are included in noncontrolling interests in the Consolidated Balance Sheets. See Note 21 — Variable Interest Entities for additional information on consolidated VIEs.

We consolidate the accounts of entities in which we have a controlling financial interest, after the elimination of intercompany transactions. Where we do not have a controlling financial interest in an entity, proportionate consolidation, equity method accounting or accounting for investments in equity securities with or without readily determinable fair value is applied. We proportionately consolidate our undivided ownership interest in jointly-owned electric plants. Under proportionate consolidation, we separately record our proportionate share of the assets, liabilities, revenues and expenses related to the undivided interest in the asset. See Note 9 — Jointly-Owned Electric Plants for additional information on the application of proportionate consolidation.

We apply equity method accounting when we have a significant influence over an investee through an ownership in equity, which generally approximates to a 20% to 50% voting interest. We apply equity method accounting to certain investments and joint ventures. Under equity method accounting, we report our interest in the entity as an investment and our percentage share of the earnings from the entity as single line items in our consolidated financial statements. We use accounting for investments in equity securities with or without readily determinable fair values if we lack significant influence, which generally results when we hold less than 20% of the common stock of an entity. Under accounting for investments in equity securities with readily determinable fair values, the investments are reported based on quoted prices in active markets and realized and unrealized gains and losses are included in earnings. Under accounting for investments in equity securities without readily determinable fair values, the investments are reported at cost, adjusted for changes from observable transactions for identical or similar investments of the same issuer, less impairment, and changes in measurement are reported in earnings.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Areas in which significant estimates have been made include, but are not limited to, the accounting for nuclear decommissioning costs and other AROs, pension and OPEB plans, inventory reserves, allowance for credit losses, long-lived asset valuations and impairment assessments, derivative instruments, goodwill, UECs, fixed asset depreciation, environmental costs and other loss contingencies, taxes and unbilled energy revenues. Actual results could differ materially from those estimates.

Revenues

Operating Revenues. Our operating revenues generally consist of revenues from contracts with customers involving competitive sales of power, natural gas, and other energy-related products and sustainable solutions. We recognize revenue from contracts with customers to depict the transfer of goods or services to customers in an amount that we expect to be entitled to in exchange for those goods or services. At the end of each reporting period, we accrue an estimate for the unbilled amount of power and natural gas delivered or services provided to customers.

Commodity Derivatives. Derivative instruments are generally recorded at fair value with subsequent changes in fair value recognized as realized and unrealized revenue or expense. The classification of revenue or expense is based on the intent of the transaction. See Note 15 — Derivative Financial Instruments for additional information.

Taxes Directly Imposed on Revenue-Producing Transactions. We collect certain taxes from customers such as sales and gross receipts taxes, along with other taxes, surcharges and fees, that are levied by state or local governments on the sale or distribution of electricity and natural gas and any taxable energy-related products and sustainable solutions. Some of these taxes are imposed on the customer, but paid by us, while others are imposed on us. Where these taxes are imposed on the customer, such as sales taxes, they are reported on a net basis in revenues. However, where these taxes are imposed on us, such as gross receipts taxes, they are reported on a gross basis in revenue and expense in the Consolidated Statements of Operations and Comprehensive Income.

Government Assistance. As a result of the enactment of the IRA, we qualify for certain federal government incentives through eligible activities. These incentives include both refundable and transferable tax credits. The current U.S. GAAP framework does not address the receipt of government assistance by for-profit entities. We account for this government assistance by analogy to International Accounting Standard (IAS) 20, Accounting for Government Grants and Disclosure of Government Assistance, and recognize the benefits when there is reasonable assurance that we will comply with the required conditions and that the benefits will be received. We believe the reasonable assurance term as used in IAS 20 is analogous to the term probable as defined under GAAP related to accounting for contingencies. See Note 6 — Government Assistance for additional information.

Leases

We recognize a ROU asset and lease liability for operating leases with a term of greater than one year. Operating lease ROU assets are included in Other deferred debits and other assets and operating lease liabilities are included in Other current liabilities and Other deferred credits and other liabilities in the Consolidated Balance Sheets. The ROU asset is measured as the sum of (1) the present value of all remaining fixed and in-substance fixed payments using the rate implicit in the lease whenever that is readily determinable or our incremental borrowing rate, (2) any lease payments made at or before the commencement date (less any lease incentives received) and (3) any initial direct costs incurred. The lease liability is measured the same as the ROU asset, but excludes any payments made before the commencement date and initial direct costs incurred. Lease terms include options to extend or terminate the lease if it is reasonably certain they will be exercised. We include non-lease components for most asset classes, which are service-related costs that are not integral to the use of the asset, in the measurement of the ROU asset and lease liability.

Expense for operating leases and leases with a term of one year or less is recognized on a straight-line basis over the term of the lease, unless another systematic and rational basis is more representative of the derivation of benefit from use of the leased property. Variable lease payments are recognized in the period in which the related obligation is incurred and consist primarily of payments for purchases of electricity under contracted

generation that are based on the electricity produced by those generating assets. Operating lease expense and variable lease payments are recorded to Purchased power and fuel expense for contracted generation or Operating and maintenance expense for all other lease agreements in the Consolidated Statements of Operations and Comprehensive Income.

Income from operating leases, including subleases, is recognized on a straight-line basis over the term of the lease, unless another systematic and rational basis is more representative of the pattern in which income is earned over the term of the lease. Variable lease payments are recognized in the period in which the related obligation is performed and consist primarily of payments received from sales of electricity under contracted generation that are based on the electricity produced by those generating assets. Operating lease income and variable lease payments are recorded to Operating revenues in the Consolidated Statements of Operations and Comprehensive Income.

Our operating leases consist primarily of contracted generation, real estate including office buildings, and vehicles and equipment. We generally account for contracted generation in which the generating asset is not renewable as a lease if the customer has dispatch rights and obtains substantially all the economic benefits. We generally do not account for contracted generation in which the generating asset is renewable as a lease if the customer does not design the generating asset. We account for land right arrangements that provide for exclusive use as leases while shared use land arrangements are generally not leases.

See Note 11 — Leases for additional information.

Income Taxes

Deferred federal and state income taxes are recorded on temporary differences between the book and tax basis of assets and liabilities and for tax benefits carried forward. ITCs have been deferred in the Consolidated Balance Sheets and are recognized in book income over the life of the related property. We account for uncertain income tax positions using a benefit recognition model with a two-step approach; a more-likely-than-not recognition criterion and a measurement approach that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. If it is not more likely than not that the benefit of the tax position will be sustained on its technical merits, no benefit is recorded. Uncertain tax positions that relate only to timing of when an item is included on a tax return are considered to have met the recognition threshold. We recognize accrued interest related to unrecognized tax benefits in Interest expense, net or Other, net (interest income) and recognize penalties related to unrecognized tax benefits in Other, net in the Consolidated Statements of Operations and Comprehensive Income.

Cash and Cash Equivalents

We consider investments purchased with an original maturity of three months or less to be cash equivalents.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents represent funds that are restricted to satisfy designated current liabilities. As of December 31, 2025 and 2024, restricted cash and cash equivalents primarily represented the payment of medical, dental, vision, and long-term disability benefits and project-specific nonrecourse financing structures for debt service and financing of operations of the underlying entities. See Note 16 — Debt and Credit Agreements and Note 22 — Supplemental Financial Information for additional information.

Allowance for Credit Losses on Accounts Receivables

The allowance for credit losses reflects our best estimate of losses on the customers' accounts receivable balances based on historical experience and current information.

The allowance for credit losses for our retail and wholesale customers is based on accounts receivable aging historical experience coupled with specific identification through a credit monitoring process, which considers current conditions such as industry trends, macroeconomic factors, changes in the regulatory environment, external credit ratings, publicly available news, payment status, payment history, and the exercise of collateral calls. When a wholesale customer's risk characteristics are no longer aligned with the pooled population, we use specific identification to develop an allowance for credit losses. Adjustments to the allowance for credit losses are

recorded in Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income.

We have certain non-customer receivables in Current Assets and Other deferred debits and other assets which primarily are with governmental agencies. The allowance for credit losses related to these receivables is not material. We monitor these balances and will record an allowance if there are indicators of a decline in credit quality.

Variable Interest Entities

We account for our investments in and arrangements with VIEs based on the following specific requirements:

- qualitative assessment of factors determinant in whether we have a controlling financial interest,
- ongoing reconsideration of this assessment, and
- where we consolidate a VIE (as primary beneficiary), disclosure of (1) the assets of the consolidated VIE, if they can be used to only settle specific obligations of the consolidated VIE, and (2) the liabilities of a consolidated VIE for which creditors do not have recourse to the general credit of the primary beneficiary.

See Note 21 — Variable Interest Entities for additional information.

Inventories

Inventory is recorded at the lower of weighted average cost or net realizable value. Reserves are recorded for excess and obsolete inventory. Natural gas, oil, and emission allowances are generally included in Inventory when delivered and are expensed to Purchased power and fuel expense when consumed. Materials and supplies are generally included in Inventory when delivered and are expensed to Operating and maintenance, or capitalized to Property, plant and equipment, as appropriate, when installed or used.

Debt and Equity Security Investments

Debt and Equity Investments within NDT funds. We have debt and equity securities held in our NDT funds which are measured and recorded at fair value. Realized and unrealized gains and losses, net of trust-level taxes, on our NDT funds associated with the Regulatory Agreement Units are offset in Noncurrent payables related to Regulatory Agreement Units. Realized and unrealized gains and losses, net of trust-level taxes, on our NDT funds associated with the Non-Regulatory Agreement Units are included in Other, net in the Consolidated Statements of Operations and Comprehensive Income. For equity securities without readily determinable fair values, we have elected to use the NAV for qualifying investments as a practical expedient to determine the fair values. Our NDT funds are classified as current or noncurrent assets, depending on the timing of the decommissioning activities and expected payment of income taxes on trust earnings. See Note 10 — Asset Retirement Obligations and Note 17 — Fair Value of Financial Assets and Liabilities for additional information.

Equity Security Investments. We hold equity securities both with and without readily determinable fair values. For those with readily determinable fair values, realized and unrealized gains and losses are recognized in Other, net within the Consolidated Statements of Operations and Comprehensive Income. For those without readily determinable fair values, we have elected the measurement alternative, which records investments at cost adjusted for observable transactions involving identical or similar investments of the same issuer, less impairment. Changes in measurement under this alternative are also reported in Other, net within the Consolidated Statements of Operations and Comprehensive Income. Investments in equity securities without readily determinable fair values are qualitatively assessed for impairment each reporting period. If it is determined that the equity security is impaired, an impairment loss will be recognized in Other, net in the Consolidated Statements of Operations and Comprehensive Income in the amount by which the security's carrying amount exceeds its fair value. See Note 17 — Fair Value of Financial Assets and Liabilities for additional information.

Property, Plant and Equipment

Property, plant and equipment is recorded at acquired cost. Acquired cost includes construction-related direct labor and material costs. When appropriate, acquired cost also includes capitalized interest. Costs associated

with outages and planned major maintenance activities are expensed to Operating and maintenance expense or capitalized to Property, plant, and equipment based on the nature of the activities in the period incurred. The cost of repairs and maintenance and minor replacements of property are charged to Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income as incurred.

Upon retirement, the cost of property is generally charged to accumulated depreciation in accordance with the composite and group methods of depreciation. Upon replacement of an asset, the costs to remove the asset, net of salvage, are capitalized to gross plant when incurred as part of the cost of the newly installed asset and recorded to depreciation expense over the life of the new asset. Removal costs, net of salvage, incurred for property that will not be replaced is charged to Operating and maintenance expense as incurred. Certain assets follow the unitary method of depreciation and recognize gains and losses in the period of replacement or retirement. These gains and losses are recorded in Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income.

Capitalized Software. Certain costs, such as design, coding, and testing incurred during the application development stage of software projects that are internally developed or purchased for operational use are capitalized in Property, plant and equipment in the Consolidated Balance Sheets. Similar costs incurred for cloud-based solutions treated as service arrangements are capitalized in Other current assets and Deferred debits and other assets in the Consolidated Balance Sheets. Such capitalized amounts are amortized ratably over the expected lives of the projects when they become operational, generally not to exceed five years.

Capitalized Interest. During construction, we capitalize the costs of debt funds. Most projects will use a debt rate calculated using the general corporate debt pool. In some cases, projects are specifically financed and use a project-specific debt rate, which is excluded from the general corporate debt pool. Capitalization of debt funds is recorded as a charge to construction work in progress and as a non-cash credit to interest expense. See Note 8 — Property, Plant, and Equipment, Note 9 — Jointly-Owned Electric Plants and Note 22 — Supplemental Financial Information for additional information.

Nuclear Fuel

The cost of nuclear fuel is capitalized in Property, plant and equipment and charged to Purchased power and fuel using the unit-of-production method. Any potential future SNF disposal fees will also be expensed through Purchased power and fuel expense. Additionally, certain on-site SNF storage costs are being reimbursed by the DOE since a DOE (or government-owned) long-term storage facility has not been completed. See Note 18 — Commitments and Contingencies for additional information regarding the cost of SNF storage and disposal.

Depreciation and Amortization

Except for the amortization of nuclear fuel, depreciation, inclusive of ARC, is generally recorded over the estimated useful lives of property, plant and equipment on a straight-line basis using the group, composite or unitary methods of depreciation. Two methods of depreciating multiple asset groups exist: the group method and the composite method. The group method is typically for groups of assets that are largely homogenous and have approximately the same useful lives. The composite method is used when the assets are heterogeneous and have different lives. Under both methods, a reporting entity depreciates the assets over the average life of the assets in the group. The estimated useful lives are based on a combination of depreciation studies, historical retirements, site licenses and management estimates of operating costs and expected future energy market conditions. See Note 8 — Property, Plant, and Equipment for additional information regarding depreciation, and Note 22 — Supplemental Financial Information for additional information regarding amortization expense of nuclear fuel.

Asset Retirement Obligations

We estimate and recognize a liability for our legal obligation to perform asset retirement activities even though the timing and/or methods of settlement may be conditional on future events. We generally update our nuclear decommissioning AROs annually, unless circumstances warrant more frequent updates, based on our annual evaluation of cost escalation factors and probabilities assigned to the multiple outcome scenarios within our probability-weighted discounted cash flow models. Our multiple outcome scenarios are generally based on decommissioning cost studies which are updated, on a rotational basis, for each of our nuclear units at least every five years, unless circumstances warrant more frequent updates. AROs are accreted throughout each year to reflect the time value of money for these present value obligations through a charge to Operating and

maintenance expense in the Consolidated Statements of Operations and Comprehensive Income for Non-Regulatory Agreement Units and through an offsetting decrease in noncurrent payables related to Regulatory Agreement Units. See Note 10 — Asset Retirement Obligations for additional information.

Accounting Implications of the Regulatory Agreement Units

Based on the requirements of the ICC, PAPUC, and PUCT that dictate our obligations related to the shortfall or excess of NDT funds necessary for decommissioning the former ComEd, former PECO, and STP units, decommissioning-related activities net of applicable taxes, including realized and unrealized gains and losses on the NDT funds, depreciation of the ARC, and accretion of the decommissioning obligation are generally offset in the Consolidated Statements of Operations and Comprehensive Income and are recorded as noncurrent payables within Payables related to Regulatory Agreement Units in the Consolidated Balance Sheets. See Note 10 — Asset Retirement Obligations for additional information.

Asset Impairments

Long-Lived Assets. We regularly monitor and evaluate the carrying value of long-lived assets or asset groups for recoverability whenever events or changes in circumstances indicate that the carrying value of those assets may not be recoverable. Indicators of impairment may include a deteriorating business climate, including, but not limited to, declines in energy prices, condition of the asset, or plans to dispose of a long-lived asset significantly before the end of its useful life. We determine if long-lived assets or asset groups are potentially impaired by comparing the undiscounted expected future cash flows to the carrying value when indicators of impairment exist. When the undiscounted cash flow analysis indicates a long-lived asset or asset group may not be recoverable, the amount of the impairment loss is determined by measuring the excess of the carrying amount of the long-lived asset or asset group over its fair value. Impairment losses are recorded in Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income.

Goodwill. Goodwill represents the excess of the purchase price paid over the estimated fair value of the net assets acquired and liabilities assumed in the acquisition of a business. Goodwill is not amortized, but is tested for impairment at least annually or on an interim basis if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. See Note 2 — Mergers, Acquisitions, and Dispositions and Note 12 — Intangible Assets for additional information.

Equity Method Investments. We regularly monitor and evaluate equity method investments to determine whether they are impaired. An impairment is recorded when the investment has experienced a decline in value that is other-than-temporary in nature. Additionally, if the entity in which we hold an investment recognizes an impairment loss, we would record the proportionate share of that impairment loss and evaluate the investment for an other-than-temporary decline in value. These impairment losses are recorded in Equity in income (losses) of unconsolidated affiliates in the Consolidated Statements of Operations and Comprehensive Income.

Derivative Financial Instruments

All derivatives are recognized on the balance sheet at their fair value unless they qualify for certain exceptions, including NPNS. For derivatives intended to serve as economic hedges, changes in fair value are recognized in earnings each period. Amounts classified in earnings are included in Operating revenues, Purchased power and fuel, or Interest expense in the Consolidated Statements of Operations and Comprehensive Income based on the activity the transaction is economically hedging. Cash inflows and outflows related to derivative instruments are included as a component of operating, investing, or financing cash flows in the Consolidated Statements of Cash Flows, depending on the nature of each transaction.

As part of our customer-facing business, we enter into contracts to buy and sell energy to meet the requirements of our customers. These contracts include short-term and long-term commitments to purchase and sell energy and energy-related products in the energy markets with the intent and ability to deliver or take delivery of the underlying physical commodity. NPNS are contracts where physical delivery is probable, quantities are expected to be used or sold in the normal course of business over a reasonable period and will not be financially settled. Revenues and expenses on derivative contracts that qualify, and are designated, as NPNS are recognized when the underlying physical transaction is completed. While these contracts are considered derivative financial instruments, they are not required to be recorded at fair value. See Note 15 — Derivative Financial Instruments for additional information.

Retirement Benefits

We sponsor defined benefit pension and OPEB plans as described in Note 14 — Retirement Benefits. The plan obligations and costs of providing benefits under these plans are remeasured annually as of year end. The measurements involve various factors, assumptions, and accounting policy elections. The impact of assumption changes or experiences different from that assumed on pension and OPEB obligations are recognized over time, not immediately in the Consolidated Statements of Operations and Comprehensive Income. For defined benefit pension plans, gains or losses exceeding the greater of 10% of the PBO or the MRV of plan assets are amortized over the expected average remaining service period of plan participants. For OPEB plans, gains or losses exceeding the greater of 10% of the APBO or the MRV of plan assets are amortized over the average future remaining lifetime of the current inactive population.

We separately report the pension and OPEB service cost and non-service cost (credit) components of net periodic benefit costs (credits) for all plans in our Consolidated Statements of Operations and Comprehensive Income. The service cost component remains in Operating and maintenance expense and Property, plant, and equipment, net (where criteria for capitalization of direct labor has been met) while the non-service cost (credit) components are included in Other, net, in accordance with single-employer plan accounting.

Renewable Energy Certificates/Credits

RECs are included in Renewable energy credits in the Consolidated Balance Sheets. Purchased RECs are recorded at cost when delivered and internally generated RECs are recognized at a zero-cost basis when generated. The cost of RECs purchased on a stand-alone basis is based on the transaction price, while the cost of RECs acquired through PPAs represents the relative fair value at contract inception. Generally, revenue for RECs that are sold to a counterparty under a contract that specifically identifies a power plant is recognized at a point in time when the power is produced. This includes both bundled and unbundled REC sales. Otherwise, the revenue is recognized upon physical transfer of the REC to the customer.

2. Mergers, Acquisitions, and Dispositions

Acquisition of Calpine Corporation

On January 7, 2026, we acquired all the outstanding equity interest of Calpine in a cash and stock transaction for a purchase price of approximately $22 billion. The merger consideration consisted of an aggregate of 50 million newly issued shares of our common stock, no par value, and approximately $4.5 billion in cash. In connection with the merger, the newly issued shares will be subject to a lock-up period which expires on June 30, 2026 for 50% of the shares and on June 30, 2027 for the remaining 50%. For information on the debt assumed as part of the transaction, see Note 16 — Debt and Credit Agreements.

Calpine owns and operates a generation fleet of natural gas, geothermal, battery storage, and solar assets with approximately 23 GWs of generation capacity, after considering divestitures required by certain regulatory approvals for the transaction, including the DOJ resolution. This resolution was the final regulatory clearance to complete the merger of Calpine and Constellation. The DOJ resolution requires that we divest five generating assets located in PJM, one in ERCOT, and Calpine's minority interest in the Gregory Power Plant, also in ERCOT. Four of these assets were already subject to FERC divestiture requirements. The DOJ resolution requires us to enter into definitive agreement(s) to divest these assets within 240 days of closing the Calpine acquisition, i.e., by September 4, 2026. In January 2026, Calpine completed the divestiture of its minority ownership interest in the Gregory Power Plant as required under the terms of the DOJ resolution. We are taking steps to divest the remaining six power plants. In addition to operating a large generation fleet, Calpine also operates a competitive retail electric supplier platform serving approximately 62 TWhs of load annually.

The transaction will be accounted for as a business combination using the acquisition method of accounting and we will record the fair value of the assets acquired and liabilities assumed as of the acquisition date. We expect that the consideration transferred is greater than the fair value of the net assets acquired, and therefore we anticipate recording goodwill on the opening balance sheet. Due to the recency of the acquisition date, the preliminary acquisition valuation for the business combination is incomplete at this time. Disclosures related to the acquisition date fair value of the assets acquired and liabilities assumed, among other acquisition-related disclosures, will be included in our March 31, 2026 Form 10-Q.

Fees incurred as part of the acquisition were not material to the Consolidated Statements of Operations and Comprehensive Income for the twelve months ended December 31, 2025.

Acquisition of Joint Ownership in South Texas Project

In November 2023, we completed the acquisition of NRG South Texas LP (renamed and converted as Constellation South Texas, LLC), which owns a 44% undivided ownership interest in the jointly-owned STP, a 2,645 MW, dual-unit nuclear plant located in Bay City, Texas. The consideration transferred was $1.66 billion. Other owners include City Public Service Board of San Antonio (CPS, 40%) and the City of Austin, Texas (Austin, 16%). This acquisition is complementary to and aligned strategically with our existing clean energy business operations.

The operating revenues and results of operations for STP have been included in the Consolidated Statements of Operations and Comprehensive Income from the date of acquisition and were not material for the year ended December 31, 2023. The pro forma effects of this acquisition were not significant to our reported results for the period of acquisition. Accordingly, no pro forma financial information has been presented herein.

In May 2024, we executed a settlement agreement with all parties (CPS/City of San Antonio, Austin, and NRG Energy, Inc.), resolving all litigation involving our purchase of the ownership interest in STP. The terms of the settlement include us selling a 2% ownership interest in STP to CPS at the same price and terms that we paid NRG Energy Inc. for our 44% interest. We are working towards closing the transaction which has already received regulatory approvals (including the NRC and PUCT). The terms of settlement are not expected to have a material impact on our results of operations and financial condition.

3. Regulatory Matters

The following matters below discuss the status of our material regulatory and legislative proceedings.

New England Regulatory Matters

Mystic Units 8 and 9 Cost of Service Agreement. In December 2018, FERC issued an order accepting a cost of service agreement for Mystic Units 8 and 9 for the period between June 1, 2022 to May 31, 2024. The agreement preserved the two gas-fired electric generating units for the period while allowing the Mystic units to recover their costs of operating, including a substantial portion of the costs associated with the adjacent EMT. Upon the expiration of the agreement on May 31, 2024, the two generating units retired.

The Mystic COS required an annual process whereby we identified and supported our projected costs under the agreement and/or true-up previous projections to the actual costs incurred. Interested parties then had the opportunity to challenge our filings. All proceedings related to the annual files or outstanding matters related to the Mystic COS have been settled and approved by FERC. The settlements did not have a material financial impact on our consolidated financial statements.

Federal Regulatory Matters

One Big Beautiful Bill Act of 2025. In July 2025, the OBBBA was signed into law, which, among other things, permanently extends key provisions of the 2017 Tax Cuts and Jobs Act, including full bonus depreciation and immediate deduction of research and development expenses. In addition, the OBBBA preserves transferability and certain federal tax credits from the IRA, specifically, 45U for existing nuclear plants through 2032 and 45Y for new nuclear projects, including uprates, restarts, and new reactors, through 2035, while enhancing the credit to allow advanced nuclear facilities to qualify for the energy communities bonus adder, subject to eligibility requirements. As it relates to both 45U and 45Y, certain foreign entity of concern rules must be met to qualify for the respective credits. Overall, the OBBBA reinforces the long-term economic viability of our nuclear generation assets. While the provisions of the OBBBA resulted in acceleration of cash benefits of approximately $200 million, the impact of these provisions recognized in the year ended December 31, 2025 was not material to our results of operations.

Operating License Renewals

Conowingo Hydroelectric Project. In 2012, we submitted an application to FERC for a new license for the Conowingo Hydroelectric Project (Conowingo). In connection with our efforts to obtain a water quality certification pursuant to Section 401 of the Clean Water Act (401 Certification) from MDE for Conowingo, we had been working with MDE and other stakeholders to resolve water quality licensing issues, including: (1) water quality, (2) fish habitat, and (3) sediment.

In 2019, we and MDE filed with FERC a Joint Offer of Settlement (Offer of Settlement) that would resolve all outstanding issues relating to the 401 Certification. FERC subsequently issued a new 50-year license for Conowingo, effective March 1, 2021. Several environmental groups appealed FERC's ruling to the U.S. Court of Appeals for the D.C. Circuit. The court of appeals issued a decision vacating FERC's decision to grant Conowingo its license renewal and sending the matter back to FERC for further proceedings. Upon issuance of the mandate from the U.S. Court of Appeals for the D.C. Circuit, we began operating under an annual license, which renews automatically, containing the same terms as the license that was in effect prior to the 2021 FERC order. MDE informed us that as a result of the U.S. Court of Appeals decision, MDE would be resuming its administrative reconsideration of the 401 Certification.

In September 2025, we reached a settlement agreement with MDE and the other parties to the MDE reconsideration proceeding, Lower Susquehanna Riverkeeper Association, and Waterkeepers Chesapeake, which resolves all outstanding issues relating to the 401 Certification. As a result, MDE issued a Revised Water Quality Certification, which is needed for FERC to move forward with the issuance of a new 50-year license. The Revised Water Quality Certification and accompanying settlement agreement provide for a modified operational flow regime, funding for water quality and resiliency projects, commitments for trash and debris removal, fish and eel passage improvements, funding for freshwater mussel restoration and control of invasive species like snakeheads and blue catfish, and funds to support additional studies on dredging and related activities. Our commitments under the various provisions of this settlement are not effective unless and until FERC approves and issues the new license. The terms of this settlement have no impact on the prior settlement agreement with the DOI.

The financial impact of this settlement and other commitments related to this renewal are estimated to be $15 million to $20 million per year, on average, recognized over the term of the 50-year renewal, inclusive of capital and operating costs. The actual timing and amount of the majority of these costs are not currently fixed and will vary from year to year throughout the life of the new license. We cannot currently predict when FERC will issue the new license. Depreciation provisions continue to assume operation through 2071 given our expectation that a 50-year license will be issued.

Peach Bottom Units 2 and 3. In March 2020, the NRC approved a second 20-year license renewal for Peach Bottom Units 2 and 3. As a result, Peach Bottom Units 2 and 3 were granted the authority to operate through 2053 and 2054, respectively.

Notwithstanding its 2020 approval, in February 2022, the NRC took action to modify Peach Bottom's subsequently renewed licenses in response to a request for hearing that the NRC had not previously adjudicated. In its February 2022 decision, the NRC reversed itself and concluded that the previous environmental review required by the National Environmental Policy Act (NEPA) for the Peach Bottom subsequently renewed licenses was incomplete because it did not adequately address environmental impacts resulting from renewing the units' licenses for an additional 20 years. As a result, the NRC undertook a rulemaking to modify its regulations and guidance to specifically address environmental impacts during the period of subsequent license renewal. In addition, the NRC modified the expiration dates for the Peach Bottom licenses from 2053 and 2054 to 2033 and 2034, respectively, pending the completion of the updated NEPA analysis.

In September 2025, the NRC completed its environmental impact review of Peach Bottom Units 2 and 3, restoring the expiration dates of the respective operating licenses to 2053 and 2054, consistent with current accounting estimates utilized for both depreciation and ARO assumed retirement dates.

4. Revenue from Contracts with Customers

We recognize revenue from contracts with customers to depict the transfer of goods or services to customers at an amount that we expect to be entitled to in exchange for those goods or services. Our primary sources of revenue include competitive sales of power, natural gas, and other energy-related products and sustainable solutions. The performance obligations, revenue recognition, and payment terms associated with these sources of revenue are further discussed in the table below. There are no significant financing components for these sources of revenue.

Unless otherwise noted, for each of the significant revenue categories and related performance obligations described below, we have the right to consideration from the customer in an amount that corresponds directly with the value transferred to the customer for the performance completed to date. Therefore, we generally recognize revenue in the amount for which we have the right to invoice the customer. As a result, there are generally no significant judgments used in determining or allocating the transaction price.

Revenue Source	Description	Performance Obligation	Timing of Revenue Recognition	Payment Terms
Power Sales	Sales of power and other energy-related products to wholesale and retail customers through our customer-facing business	Various, including the delivery of power (generally delivered over time) and other energy-related products such as capacity (generally delivered over time), CMCs, ZECs, RECs or other ancillary services (generally delivered at a point in time)	Concurrently as power is generated for bundled power sale contracts [a]	Generally within the month following delivery to the customer
Natural Gas Sales	Sales of natural gas to wholesale and retail customers through our customer-facing business	Various, including the delivery of natural gas (generally delivered overtime) and sustainable natural gas attributes (generally delivered at a point in time)	Over time as the natural gas is delivered to the customer	Generally within the month following delivery to the customer
Other Products and Services	Sales of other energy-related products and sustainable solutions, such as long-term construction and installation of energy efficiency assets and new power generating facilities, primarily to C&I customers	Construction and/or installation of the asset for the customer	Revenues and associated costs are recognized throughout the contract term using an input method to measure progress towards completion [b]	Generally within 30 or 45 days from the invoice date

(a) Certain contracts may contain limits on the total amount of revenue we are able to collect over the entire term of the contract. In such cases, we estimate the total consideration expected to be received over the term of the contract net of the constraint and allocate the expected consideration to the performance obligations in the contract such that revenue is recognized ratably over the term of the entire contract as the performance obligations are satisfied.

(b) The method recognizes revenue based on the various inputs used to satisfy the performance obligation, such as costs incurred and total labor hours expended. The total amount of revenue that will be recognized is based on the agreed upon contractually-stated amount. The average contract term for these projects is approximately 18 months.

We incur incremental costs in order to execute certain retail power and gas sales contracts. These costs, which primarily relate to retail broker fees and sales commissions, are capitalized when incurred as contract acquisition costs and generally amortized over the corresponding term of the contract. These capitalized costs and related amortization were not material as of and for the years ended December 31, 2025 and 2024.

Transaction Price Allocated to Remaining Performance Obligations

The following table shows the amounts of future revenues expected to be recorded in each year for performance obligations that are unsatisfied or partially unsatisfied as of December 31, 2025. This disclosure only includes contracts for which the total consideration is fixed and determinable at contract inception. The average contract term varies by customer type and commodity but ranges from one month to several years. This disclosure excludes mark-to-market derivatives and certain power and gas sales contracts which contain variable volumes and/or variable pricing.

	2026	2027	2028	2029	2030	2031 and thereafter	Total
Remaining performance obligations	$ 386	$ 269	$ 135	$ 117	$ 61	$ 79	$ 1,047

Transaction Price Allocated to Previously Satisfied Performance Obligations

Our Clinton and Quad Cities units contract with certain utilities in Illinois which require delivery of all ZECs produced during each planning year (June through May), with total compensation limited by an annual cap for each planning year designed to limit the cost of ZECs to each utility's customers. ZECs delivered that, if paid, would result in the annual cap being exceeded may be paid in subsequent years at the vintage year price as long as the payments would not exceed the annual cap in the year paid. The program commenced June 2017 and continues through May 2027. In various planning years since the program began, we delivered ZECs to the utilities in excess of the annual compensation cap.

The ZEC price and annual compensation cap effective for each planning year are administratively determined by the IPA. For the June 2025 through May 2026 planning year, the ZEC price has been established at $1.17 per ZEC, subject to an annual cap of $224 million. ZECs generated and delivered during this planning year will not exceed the annual cap and, as a result, we recognized $201 million of revenue during the second quarter of 2025 as a receivable for ZECs delivered in prior planning years, with payment expected in the third quarter of 2026. As of December 31, 2025, this receivable is included within Accounts receivable, net in the Consolidated Balance Sheets.

For the June 2024 through May 2025 planning year, the ZEC price was established at $9.38 per ZEC, subject to an annual cap of $222 million. ZECs generated and delivered during this planning year did not exceed the annual cap, however the revenue recognized during the second quarter of 2024 for ZECs delivered in prior planning years was not material.

For the June 2023 through May 2024 planning year, the ZEC price was established at $0.30 per ZEC, subject to an annual cap of $224 million. ZECs generated and delivered during the planning year did not exceed the annual cap, and as a result we recognized $218 million of revenue during the second quarter of 2023, with payment received in the third quarter of 2024.

Revenue Disaggregation

We disaggregate the revenue recognized from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. See Note 5 — Segment Information for the presentation of revenue disaggregation.

5. Segment Information

Operating segments are determined based on information used by the CODM in deciding how to evaluate performance and allocate resources. We have five reportable segments consisting of the Mid-Atlantic, Midwest, New York, ERCOT, and all other power regions referred to collectively as "Other Power Regions."

The basis for our reportable segments is the integrated management of our electricity business that is located in different geographic regions, and largely representative of the footprints of ISO/RTO and/or NERC regions, which utilize multiple supply sources to provide electricity through various distribution channels (wholesale and retail). Our hedging strategies and risk metrics are also aligned to these same geographic regions. Descriptions of each of our five reportable segments are as follows:

- **Mid-Atlantic** represents operations in the eastern half of PJM, which includes New Jersey, Maryland, Virginia, West Virginia, Delaware, the District of Columbia, and parts of Pennsylvania and North Carolina.
- **Midwest** represents operations in the western half of PJM and the United States footprint of MISO, excluding MISO's Southern Region.
- **New York** represents operations within NYISO.
- **ERCOT** represents operations within Electric Reliability Council of Texas that covers a majority of the state of Texas.
- **Other Power Regions:**
  - **New England** represents operations within ISO-NE.
  - **South** represents operations in FRCC, MISO's Southern Region, and the remaining portions of SERC not included within MISO or PJM.
  - **West** represents operations in WECC, which includes CAISO.
  - **Canada** represents operations across the entire country of Canada and includes AESO, OIESO, and the Canadian portion of MISO.

Constellation's CEO is considered the CODM and evaluates the performance of our electric business activities and allocates resources based on segment RNF, primarily through review of budget-to-actual variance analyses. RNF is Operating revenues net of Purchased power and fuel expenses. We believe this is a useful measurement of operational performance, although it is not a presentation defined under GAAP and may not be comparable to other companies' presentations or deemed more useful than the GAAP information provided elsewhere in this report. In our evaluation of operating segments, we noted the CODM reviews a variety of performance and profitability measures at a consolidated level with a primary focus on RNF reporting at the regional level. Our operating revenues include all sales to third parties as well as government assistance. Purchased power and fuel expenses are considered the significant segment expense. Purchased power costs include all costs associated with the procurement and supply of electricity including capacity, energy, and ancillary services. Fuel expense includes the fuel costs for our owned generation and fuel costs associated with tolling agreements. The results of our other business activities are not regularly reviewed by the CODM and are therefore not classified as operating segments or included in the regional reportable segment amounts. These activities include wholesale and retail sales of natural gas, energy-related sales in the United Kingdom, as well as sales of other energy-related products and sustainable solutions that are not significant to our overall results of operations. Further, our unrealized gains and losses on economic hedging activities and our amortization of certain intangible assets and liabilities relating to commodity contracts recorded at fair value from mergers and acquisitions are also excluded from the regional reportable segment amounts. The CODM does not use a measure of total assets in making decisions regarding allocating resources to or assessing the performance of these reportable segments.

The following tables disaggregate the revenue recognized from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. The disaggregation of revenues reflects our power sales by geographic region.

The following tables, which relate directly to our Consolidated Statements of Operations and Comprehensive Income, provide the reconciliation of operating revenues, purchased power and fuel expenses, and RNF for our reportable segments for the years ended December 31, 2025, 2024, and 2023.

2025	Revenues from contracts with customers	Other revenues[a]	Total Operating revenues	Total Purchased power and fuel expenses	Total RNF
Mid-Atlantic	$ 6,461	$ 26	$ 6,487	$ (3,076)	$ 3,411
Midwest	5,288	516	5,804	(2,102)	3,702
New York	2,389	(199)	2,190	(590)	1,600
ERCOT	1,296	608	1,904	(767)	1,137
Other Power Regions	4,865	718	5,583	(4,764)	819
Total Reportable Segments	20,299	1,669	21,968	(11,299)	10,669
Other[b]	2,364	1,201	3,565	(3,382)	183
Total Consolidated Results	$ 22,663	$ 2,870	$ 25,533	$ (14,681)	$ 10,852
2024					
Mid-Atlantic	$ 5,429	$ 93	$ 5,522	$ (2,442)	$ 3,080
Midwest	3,848	957	4,805	(1,603)	3,202
New York	1,937	113	2,050	(597)	1,453
ERCOT	1,053	497	1,550	(503)	1,047
Other Power Regions	4,749	757	5,506	(4,238)	1,268
Total Reportable Segments	17,016	2,417	19,433	(9,383)	10,050
Other[b]	1,948	2,187	4,135	(2,036)	2,099
Total Consolidated Results	$ 18,964	$ 4,604	$ 23,568	$ (11,419)	$ 12,149
2023					
Mid-Atlantic	$ 5,453	$ (315)	$ 5,138	$ (2,214)	$ 2,924
Midwest	4,846	(188)	4,658	(1,403)	3,255
New York	1,910	111	2,021	(770)	1,251
ERCOT	1,232	114	1,346	(764)	582
Other Power Regions	4,956	895	5,851	(4,611)	1,240
Total Reportable Segments	18,397	617	19,014	(9,762)	9,252
Other[b]	2,444	3,460	5,904	(6,239)	(335)
Total Consolidated Results	$ 20,841	$ 4,077	$ 24,918	$ (16,001)	$ 8,917

(a) Includes revenues from nuclear PTCs beginning in 2024 as well as derivatives and leases. Intersegment activity in all periods presented is not material.
(b) Represents revenue activities not allocated to a region. See text above for a description of included activities. Other includes unrealized losses of ($805) million, and unrealized gains of $316 million and $1,399 million, and natural gas revenues from contracts with customers of $1,758 million, $1,429 million, and $1,859 million, for the years ended December 31, 2025, 2024, and 2023, respectively.

6. Government Assistance

Beginning in 2024, our nuclear units are eligible for a PTC extending through 2032. The nuclear PTC provides a transferable credit up to $15 per MWh (a base credit of $3 per MWh with a five times multiplier provided certain prevailing wage requirements are met) and is subject to phase-out when annual gross receipts are between $25.00 per MWh and $43.75 per MWh and $26.00 per MWh and $44.75 per MWh for 2024 and 2025, respectively. We evaluated and expect to meet the annual prevailing wage requirements at all of our nuclear units and are eligible for the five times multiplier. Both the amount of the PTC and the gross receipts thresholds adjust for inflation annually through the duration of the program based on the GDP price deflator for the preceding calendar year. The benefits of the PTC may be realized through a credit against our federal income taxes or transferred via sale to an unrelated party. In July 2025, Congress passed the OBBBA which affirmed the provisions of the nuclear PTC with no material changes.

For the years ended December 31, 2025 and 2024, our Consolidated Statements of Operations and Comprehensive Income included an estimated nuclear PTC benefit in Operating revenues of approximately $320 million and $2,080 million, respectively. Our estimates require the exercise of judgment in determining the amount of nuclear PTC expected for each of our nuclear units. The nuclear PTC continues to be the subject of additional guidance, from the U.S. Treasury and IRS, and may materially impact the total amount of the benefits we receive.

Nuclear PTCs are initially recorded within Other deferred debits and other assets within the Consolidated Balance Sheets and reclassified as a reduction to Accounts payable and accrued expenses when used to reduce our federal income tax payable, or an increase in Cash and cash equivalents or Other current assets when sold, depending on the specific payment terms of each contract.

There were no sales agreements for nuclear PTCs in 2025. In 2024, we executed agreements for the sale of $1,750 million of nuclear PTCs to unaffiliated third parties at a nominal discount, with approximately $1,570 million of cash proceeds received upon sale that were included within Cash flows from operating activities in our Consolidated Statements of Cash Flows. Cash received in 2025 on sale agreements executed in 2024 was approximately $95 million. Our Consolidated Balance Sheets reflected estimated nuclear PTCs of approximately $120 million within Other deferred debits and other assets as of December 31, 2025, and $185 million and $95 million within Other deferred debits and other assets, and within Other current assets, respectively, as of December 31, 2024. Additionally, during the years ended December 31, 2025 and 2024, we recognized a reduction to Accounts payable and accrued expenses of $375 million and $150 million, respectively, for estimated nuclear PTCs that we have utilized as a credit against our current federal income taxes payable.

Many of the state-sponsored programs providing compensation for the emissions-free attributes of generation from certain of our nuclear units include contractual or other provisions that require us to refund that compensation up to the amount of the nuclear PTC received or pass through the entirety of the nuclear PTC received. As of December 31, 2025 and 2024, we have recognized approximately $1,190 million and $1,030 million, respectively, of estimated payables within Other deferred credits and other liabilities, Accounts payable and accrued expenses or as offsets to Accounts receivable, net in our Consolidated Balance Sheets associated with programs requiring refunds or pass through of the nuclear PTC. In general, we expect to remit refunds or pass-throughs of state-sponsored program compensation related to nuclear PTCs in the year following the filing of the related tax return. We recognized a reduction to net operating revenue of approximately $125 million and $50 million, respectively, associated with these programs in our Consolidated Statements of Operations and Comprehensive Income for the years ended December 31, 2025 and 2024. As with the actual amount of the nuclear PTC earned, any change resulting from additional guidance received may materially impact amounts due under state-sponsored programs.

7. Accounts Receivable

The following table provides additional information on the disaggregation of customer and other accounts receivable:

	Accounts receivable, net	
	CEG Parent	Constellation
December 31, 2025		
Customer accounts receivable (net of allowance for credit losses of $158 for CEG Parent and Constellation)	$ 3,577	$ 3,577
Other accounts receivable (net of allowance for credit losses of $9 for CEG Parent and Constellation)	689	674
Total	$ 4,266	$ 4,251
December 31, 2024		
Customer accounts receivable (net of allowance for credit losses of $190 for CEG Parent and Constellation)	$ 3,116	$ 3,116
Other accounts receivable (net of allowance for credit losses of $6 for CEG Parent and Constellation)	602	587
Total	$ 3,718	$ 3,703

Allowance for Credit Losses on Accounts Receivable

The following table presents the rollforward of allowance for credit losses on customer accounts receivable from January 1, 2024 to December 31, 2025:

	2025	2024
Balance as of January 1	$ 190	$ 56
Current period provision for expected credit losses	47	17
Write-offs, net of recoveries[a]	(79)	(21)
Facility amendment impact[b]	—	138
Balance as of December 31	$ 158	$ 190

(a) Recoveries were not material.
(b) Impact as a result of the December 2024 amendment of our revolving accounts receivable financing arrangement. See below for details.

The allowance for credit losses on other accounts receivable was not material as of the balance sheet dates, therefore, a rollforward is not presented.

Unbilled Customer Revenue

We recorded $1,305 million and $1,109 million of unbilled customer revenues in Accounts receivable, net in the Consolidated Balance Sheets as of December 31, 2025 and 2024, respectively.

Sales of Customer Accounts Receivable

In 2020, NER, a bankruptcy remote, special purpose entity, which is wholly owned by us, entered a revolving accounts receivable financing arrangement with a number of financial institutions and a commercial paper conduit (Purchasers) to sell certain customer accounts receivables (Facility). On December 31, 2024, we amended the Facility. We will no longer sell receivables to the Purchasers and all outstanding receivables were assigned back to us. Under the Facility's prior terms, NER sold eligible short-term customer accounts receivable to the Purchasers in exchange for cash and subordinated interest. The transfers were reported as sales of receivables in the consolidated financial statements. The subordinated interest in collections upon the receivables sold to the Purchasers is referred to as the DPP. As a result of the receivables being assigned back to NER under the amended Facility, NER forgave any and all remaining DPP owed by the Purchasers. The reassignment of receivables resulted in the recognition of $1,529 million of Accounts receivable, net as of December 31, 2024. See Note 16 — Debt and Credit Agreements for terms of the amended Facility.

The following table summarizes our cash proceeds associated with the Facility prior to the amendment:

	For the Years Ended December 31,	
	2024	2023
Proceeds from new transfers[a]	$ 1,688	$ 3,649
Cash collections received on DPP[b]	10,517	8,140
Cash collections reinvested in the Facility	$ 12,205	$ 11,789

(a) Customer accounts receivable sold into the Facility were $12,262 million and $11,746 million for the years ended December 31, 2024, and 2023, respectively.
(b) Does not include the $300 million and $800 million net cash payments to the Purchasers in 2024 and 2023, respectively, in order to reduce the outstanding borrowing amount under the Facility.

We previously recognized the cash proceeds received upon sale in Cash flows from operating activities within the Changes in Other assets and liabilities line in the Consolidated Statements of Cash Flows, which were ($10,574) million and ($8,097) million for the years ended December 31, 2024, and 2023, respectively. The collection and reinvestment of DPP was recognized in Cash flows from investing activities in the Collection of DPP, net line in the Consolidated Statements of Cash Flows, which was $10,217 million, and $7,340 million for the years ended December 31, 2024, and 2023, respectively.

See Note 21 — Variable Interest Entities for additional information on NER.

Other Sales of Customer Accounts Receivables

We are required, under supplier tariffs, to sell customer receivables to certain utility companies at a nominal discount. The total gross receivables sold were $4,204 million, $280 million, and $356 million for the years ended December 31, 2025, 2024, and 2023, respectively. Prior to the Facility amendment discussed in the preceding paragraphs, certain accounts receivable subject to these supplier tariffs were sold to the Purchasers under the Facility.

8. Property, Plant, and Equipment

The following table presents a summary of property, plant, and equipment by asset category as of December 31, 2025 and 2024:

Asset Category	December 31, 2025	December 31, 2024
Electric	$ 33,253	$ 32,156
Nuclear fuel[a]	6,298	5,894
CWIP	1,995	1,273
Total property, plant, and equipment	41,546	39,323
Less: accumulated depreciation[b]	19,072	18,088
Property, plant, and equipment, net	$ 22,474	$ 21,235

(a) Includes nuclear fuel that is in the fabrication and installation phase of $1,674 million and $1,485 million as of December 31, 2025 and 2024, respectively.
(b) Includes accumulated amortization of nuclear fuel in the reactor core of $2,622 million and $2,447 million as of December 31, 2025 and 2024, respectively.

The estimated useful lives of our generating facilities are based on a combination of depreciation studies, historical retirements, site licenses and management estimates of operating costs and expected energy market conditions. The estimated useful lives of our nuclear stations generally include expectations for an additional 20-year term beyond current license expiration, except for Calvert Cliffs, FitzPatrick, Limerick, NMP Unit 2, and STP where depreciation provisions correspond with the expiration of the current NRC operating license. The estimated useful lives of our hydroelectric facilities also generally align with their FERC operating licenses. Conowingo depreciation provisions are based on an estimated useful life through 2071, in anticipation that a 50-year license will be issued. Generally, our oil and gas plants have estimated useful lives of 40 to 45 years with wind and solar generating facilities having estimated useful lives of 25 and 35 years, respectively. See Note 3 — Regulatory Matters for additional information regarding license renewals for Peach Bottom and Conowingo.

Annual depreciation rates for electric generation were 2.91%, 3.43%, and 3.26% for the years ended December 31, 2025, 2024, and 2023, respectively. Nuclear fuel amortization is charged to fuel expense using the unit-of-production method based on the expected consumption period of the fuel, generally ranging from 1 to 8 years, and is excluded from the annual depreciation rates. See Note 22 — Supplemental Financial Information for additional information on nuclear fuel amortization.

9. Jointly-Owned Electric Plants

Our material undivided ownership interests in jointly-owned plants as of December 31, 2025 and 2024 were as follows:

	NMP Unit 2	Quad Cities	Peach Bottom	STP[a]	Salem
Operator	**Constellation**	**Constellation**	**Constellation**	**STPNOC**	**PSEG Nuclear**
Ownership interest	82.00 %	75.00 %	50.00 %	44.00 %	42.59 %
Our share as of December 31, 2025					
Plant in service	$ 1,119	$ 1,324	$ 1,590	$ 1,064	$ 842
Accumulated depreciation	363	852	752	98	402
CWIP	53	29	25	23	101
Our share as of December 31, 2024					
Plant in service	$ 1,122	$ 1,294	$ 1,570	$ 1,040	$ 791
Accumulated depreciation	327	840	721	52	387
CWIP	27	13	15	25	68

(a) Within the 44% undivided ownership interest in STP, 2% interest was recorded as held for sale as of December 31, 2025 and 2024. See Note 2 — Mergers, Acquisitions, and Dispositions for additional information.

Our undivided ownership interests are financed with our funds and all operations are proportionately consolidated consistent with our ownership interest in the Consolidated Statements of Operations and Comprehensive Income.

10. Asset Retirement Obligations

Nuclear Decommissioning Asset Retirement Obligations

We have a legal obligation to decommission our nuclear power plants following the permanent cessation of operations. To estimate our nuclear decommissioning obligations we use a probability-weighted, discounted cash flow model which, on a unit-by-unit basis, considers multiple outcome scenarios that include significant estimates and assumptions, and are based on decommissioning cost studies, cost escalation rates, probabilistic cash flow models, and discount rates. We update our AROs annually, unless circumstances warrant more frequent updates, based on our review of updated cost studies and our annual evaluation of cost escalation factors and probabilities assigned to various scenarios.

The financial statement impact for changes in an ARO, on an individual unit basis, due to the changes in and timing of estimated cash flows generally result in a corresponding change in the unit's ARC in Property, plant, and equipment in the Consolidated Balance Sheets. If an ARO decreases for a Non-Regulatory Agreement Unit without any remaining ARC, the corresponding change is recorded as a decrease in Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income, whereas the corresponding decrease for Regulatory Agreement Units without any remaining ARC results in an increase to the Payables related to Regulatory Agreement Units in the Consolidated Balance Sheets.

The following table provides a rollforward of the nuclear decommissioning AROs reflected in the Consolidated Balance Sheets from January 1, 2024 to December 31, 2025:

	2025	2024
Beginning balance as of January 1	$ 12,186	$ 13,891
Net increase (decrease) due to changes in, and timing of, estimated future cash flows	108	(2,299)
Accretion expense	630	640
Costs incurred related to decommissioning plants	(16)	(24)
Reclassification to liabilities held for sale[a]	—	(22)
Ending balance as of December 31	$ 12,908	$ 12,186

(a) Reflects amounts transferred to Liabilities held for sale for the sale of 2% interest to CPS in connection with the 2023 acquisition of interest in STP. See Note 2 — Mergers, Acquisitions, and Dispositions for additional information.

The net $108 million increase in the AROs during 2025 for the changes in, and timing of, estimated future cash flows was driven primarily by higher escalation rates partially offset by higher discount rates and revised cost studies for our Braidwood, Byron, Clinton, and LaSalle nuclear plants.

The net $2,299 million decrease in the AROs during 2024 for changes in the amounts and timing of estimated decommissioning cash flows was driven by multiple adjustments, including the following:

- Net decrease of $3,036 million due to changes in assumed retirement dates for various plants, including Braidwood, Byron, Calvert Cliffs, FitzPatrick, LaSalle, Limerick, NMP Unit 2, Quad Cities, Salem and Crane
- A decrease of $154 million related to a change in assumed timing of DOE acceptance of SNF and a revised cost study for Salem
- An increase of $891 million due to an increase in cost escalation rates and lower discount rates

NDT Funds

NDT funds have been established for each of our nuclear units to satisfy our nuclear decommissioning obligations, as required by the NRC, and withdrawals from these funds for reasons other than to pay for decommissioning are restricted pursuant to NRC requirements until all decommissioning activities have been completed. Generally, NDT funds established for a particular unit may not be used to fund the decommissioning obligations of any other unit.

The NDT funds associated with our nuclear units have been funded with amounts collected from the previous owners and their respective utility customers. PECO is authorized to collect funds, in revenues, through regulated rates for decommissioning the former PECO nuclear plants, and these collections are scheduled through the operating lives of these former PECO plants. The amounts collected from PECO customers are remitted to us and deposited into the NDT funds for the unit for which funds are collected. Every five years, PECO files a rate adjustment with the PAPUC that reflects PECO's calculations of the estimated amount needed to decommission each of the former PECO units based on updated fund balances and estimated decommissioning costs. The rate adjustment is used to determine the amount collectible from PECO customers. In March 2022, PECO filed its Nuclear Decommissioning Cost Adjustment with the PAPUC proposing an annual recovery from customers of approximately $4 million. In August 2022, the PAPUC approved the filing, and the new rates became effective January 1, 2023.

Additionally, for the STP units, we maintain decommissioning trust funds for those units proportionate to our ownership. We also retain the authority through the PUCT to obtain additional decommissioning funding through AEP Texas and CenterPoint. Every five years, owners of each Texas jurisdictional nuclear generation unit are required to file an update of decommissioning costs with the PUCT in support of appropriate utility rates for decommissioning trust funding. In July 2023, the decommissioning cost update for our share of the STP decommissioning obligation was filed, proposing annual funding amounts from AEP Texas and CenterPoint totaling approximately $1 million. In March 2024, the PUCT approved the filing, and AEP Texas and CenterPoint tariffs were adjusted accordingly in May and August 2024, respectively.

Any shortfall of funds necessary for decommissioning, determined for each generating station unit, are generally required to be funded by us, with the exception of STP and the former PECO units. We have recourse to collect additional amounts from the respective utility customers through the utility commissions for the former PECO units and STP in the event of a shortfall of NDT funds. Collection of additional amounts for the former PECO units are subject to certain limitations and thresholds, as prescribed by an order from the PAPUC that limits collection of amounts associated with the first $50 million of any shortfall of trust funds compared to decommissioning costs, as well as 5% of any additional shortfalls, on an aggregate basis for all former PECO units. The initial $50 million and up to 5% of any additional shortfalls would be borne by us. No such limitations exist for the STP units, however PUCT regulations require that any funds remaining in the trust after completion of decommissioning to be refunded to utility customers in a manner determined by the commission. Aside from the former PECO units and STP, no recourse exists to collect additional amounts from utility customers for any of our other nuclear units.

With respect to the Regulatory Agreement Units, any funds remaining in the NDTs after all decommissioning has been completed are required to be refunded to the respective utility customers, subject to certain limitations that allow sharing of excess funds with us related to the former PECO units. With respect to our other nuclear units, we retain any funds remaining after decommissioning. However, in connection with CENG's acquisition of the NMP and Ginna plants and settlements with certain regulatory agencies, certain conditions pertaining to NDT funds apply that, if met, could possibly result in obligations to make payments to certain third parties (clawbacks). For NMP and Ginna, the clawback provisions are triggered only in the event that the required decommissioning activities are discontinued or not started or completed in a timely manner. In the event that the clawback provisions are triggered for NMP, then, depending upon the triggering event, an amount equal to 50% of the total amount withdrawn from the funds for non-decommissioning activities as defined in the agreement or 50% of any excess funds in the trust funds above the amounts required for decommissioning (including SNF management and site restoration) is to be paid to the NMP sellers. In the event that the clawback provisions are triggered for Ginna, then an amount equal to any estimated cost savings realized by not completing any of the required decommissioning activities is to be paid to the Ginna sellers. We expect to comply with applicable regulations and timely commence and complete all required decommissioning activities.

We had NDT funds totaling $19,396 million and $17,321 million as of December 31, 2025 and 2024, respectively. The current portions of the NDT funds, which are included in Other current assets in our Consolidated Balance Sheets, were not material as of December 31, 2025 and 2024. See Note 22 — Supplemental Financial Information for additional information on activities of the NDT funds.

Accounting Implications of the Regulatory Agreement Units

See Note 1 — Basis of Presentation for additional information on the accounting policy for Regulatory Agreement Units.

For the former PECO units and STP, given the symmetric settlement provisions that allow for continued recovery of decommissioning costs from the respective utility customers in the event of a shortfall and the obligation for us to ultimately return excess funds to the respective utility customers (on an aggregate basis for all seven former PECO units and on the underlying utility customer basis for STP) decommissioning-related activities are generally offset in the Consolidated Statements of Operations and Comprehensive Income, regardless of whether the NDT funds are expected to exceed or fall short of the total estimated decommissioning obligation. The offset of decommissioning-related activities in the Consolidated Statements of Operations and Comprehensive Income results in an equal adjustment to noncurrent payables or noncurrent receivables. Any changes to the existing PECO or STP regulatory agreements could impact our ability to offset decommissioning-related activities in the Consolidated Statements of Operations and Comprehensive Income, and the potential impact to our consolidated financial statements could be material.

For the former ComEd units, given no further recovery from ComEd customers is permitted and we retain an obligation to ultimately return any unused NDTs to ComEd customers (on a unit-by-unit basis), to the extent the related NDT investment balances are expected to exceed the total estimated decommissioning obligation for each unit, decommissioning-related activities are offset in the Consolidated Statements of Operations and Comprehensive Income which results in us recognizing a noncurrent payable. However, given the asymmetric settlement provision that does not allow for continued recovery from ComEd customers in the event of a shortfall, recognition of a receivable related to former ComEd Units is not permissible and accounting for decommissioning-related activities for that unit would not be offset, and the impact to the Consolidated Statements of Operations and Comprehensive Income could be material during such periods.

The following table presents our noncurrent payables to ComEd, PECO, CenterPoint, and AEP Texas reflected as Payables related to Regulatory Agreement Units in the Consolidated Balance Sheets as of December 31, 2025 and 2024:

	As of December 31,	
	2025	2024
ComEd	$ 4,313	$ 3,780
PECO	442	247
CenterPoint	430	365
AEP Texas	149	126
Payables related to Regulatory Agreement Units	$ 5,334	$ 4,518

As of December 31, 2025, decommissioning-related activities for all of the former ComEd units, except for Zion (see Zion Station Decommissioning below), are currently offset in the Consolidated Statements of Operations and Comprehensive Income.

The decommissioning-related activities for the Non-Regulatory Agreement Units are reflected in the Consolidated Statements of Operations and Comprehensive Income within Operating and maintenance expense, Depreciation and amortization expense, and Other, net.

Zion Station Decommissioning

In 2010, we completed an asset sale agreement under which ZionSolutions assumed responsibility for decommissioning Zion Station and we transferred to ZionSolutions substantially all the Zion Station's assets, including the related NDT funds. In November 2023, ZionSolutions completed its contractual obligations and transferred the NRC license back to us. We will store the SNF at Zion Station until it is transferred to the DOE for ultimate disposal and complete all remaining decommissioning activities associated with the SNF dry storage facility.

Any shortage of funds necessary to maintain the SNF and decommission the SNF storage facility is ultimately required to be funded by us. As of December 31, 2025 and 2024, the ARO associated with Zion's SNF storage facility is $170 million and $163 million, respectively, and the NDT funds available to fund this obligation are $67 million and $63 million, respectively.

NRC Minimum Funding Requirements

NRC regulations require that licensees of nuclear generating facilities demonstrate reasonable assurance that funds will be available in specified minimum amounts for radiological decommissioning of the facility at the end of its life. The estimated decommissioning obligations are calculated using an NRC methodology that is different from the AROs recorded in the Consolidated Balance Sheets primarily due to differences in the type of costs included in the estimates, the basis for estimating such costs, and assumptions regarding the decommissioning alternatives to be used, potential license renewals, decommissioning cost escalation, and the growth rate in the NDT funds. Under NRC regulations, if the minimum funding requirements for radiological decommissioning calculated under the NRC methodology are greater than the future value of the NDT funds, also calculated under the NRC methodology, then the NRC requires resolution of the shortfalls which could include further funding or other financial guarantees.

Key assumptions used in the minimum funding calculation for radiological decommissioning costs using the NRC methodology at December 31, 2025 include: (1) consideration of costs only for the removal of radiological contamination at each unit; (2) the option on a unit-by-unit basis to use generic, non-site specific cost estimates; (3) consideration of only one decommissioning scenario for each unit; (4) the plants cease operation at the end of their current license lives (with no assumed license renewals for those units that have not already received renewals); (5) the assumption of current nominal dollar cost estimates that are neither escalated through the anticipated period of decommissioning, nor discounted using the CARFR; and (6) assumed annual after-tax returns on the NDT funds of 2% (3% for the former PECO units, as specified by the PAPUC).

In contrast, the key criteria and assumptions used by us to determine the AROs and to forecast the target growth in the NDT funds as of December 31, 2025 include: (1) the use of site specific cost estimates that are updated at least once every five years; (2) the inclusion in the ARO estimate of all legally unavoidable costs required to decommission the unit (e.g., radiological decommissioning and full site restoration for certain units, on-site SNF maintenance and storage subsequent to ceasing operations and until DOE acceptance, and disposal of certain LLRW); (3) as applicable, the consideration of multiple scenarios where decommissioning and site restoration activities, as applicable, are completed under possible scenarios ranging from 10 to 70 years after the cessation of plant operations or the end of the current licensed operating life; (4) the consideration of multiple end of life scenarios; (5) the measurement of the obligation at the present value of the future estimated costs and an annual accretion of the ARO; and (6) an estimated targeted annual pre-tax return on the NDT funds of 6.2% to 7.1% (as compared to a historical 5-year annual average pre-tax return of approximately 6.8%).

We are required to provide to the NRC a biennial report by unit (annually for units that have been retired or are within five years of license expiration), based on values as of December 31, addressing our ability to meet the NRC minimum funding levels. Depending on the value of the trust funds, we may be required to take steps, such as providing financial guarantees through surety bonds, letters of credit, or parent company guarantees or making additional contributions to the trusts, which could be significant, to ensure that the trusts are adequately funded and that NRC minimum funding requirements are met. As a result, our cash flows and financial position may be significantly adversely affected.

We filed our biennial decommissioning funding status report with the NRC in March 2025 for all units, including our shutdown units, except for STP units which were included in a separate report submitted to the NRC submitted by STPNOC. The status reports demonstrated adequate decommissioning funding assurance based on trust fund values as of December 31, 2024 for all units except for Peach Bottom Unit 1. Financial assurance for decommissioning Peach Bottom Unit 1 is provided by collections from PECO customers. See NDT Funds section above for additional information.

We will file the next decommissioning funding status report with the NRC in March 2026. This report will reflect the status of decommissioning funding as of December 31, 2025 for shutdown units and any units within 5 years of license expiration. We expect the funding status report to demonstrate adequate funding assurance based on the value of trust funds as of December 31, 2025 for all units.

As the future values of trust funds change due to market conditions, the NRC minimum funding status of our units will change. In addition, if changes occur to the regulatory agreements with the PAPUC or the PUCT that currently allow amounts to be collected from utility customers for decommissioning the former PECO and STP units, the NRC minimum funding status of those plants could change at subsequent NRC filing dates.

Non-Nuclear Asset Retirement Obligations

We have AROs for plant closure costs associated with our natural gas, oil, and renewable generating facilities, including asbestos abatement, removal of certain storage tanks, restoring leased land to the condition it was in prior to construction of renewable generating stations, disposal of hazardous materials, and other decommissioning-related activities. See Note 1 — Basis of Presentation for additional information on the accounting policy for AROs.

The following table provides a rollforward of the non-nuclear AROs reflected in the Consolidated Balance Sheets from January 1, 2024 to December 31, 2025:

	2025	2024
Beginning balance as of January 1	$ 288	$ 257
Net increase due to changes in, and timing of, estimated future cash flows	12	19
Accretion expense	17	15
Costs incurred related to decommissioning plants	—	(3)
Ending balance as of December 31	$ 317	$ 288

11. Leases

Lessee

We have operating leases for which we are the lessee. The significant types of operating leases are contracted generation and real estate. The following table outlines other terms and conditions of the lease agreements as of December 31, 2025. We did not have material finance leases in 2025, 2024, or 2023.

	In Years
Remaining lease terms	1-30
Options to extend the term	2-30
Options to terminate within	2

The components of operating lease costs were as follows:

	For the Years Ended December 31,		
	2025	2024	2023
Operating lease costs	$ 104	$ 105	$ 96
Variable lease costs	109	145	146
Total lease costs[a]	$ 213	$ 250	$ 242

(a) Excludes $50 million of sublease income recorded for each of the years ended December 31, 2025, 2024, and 2023.

The following table provides additional information regarding the presentation of operating lease ROU assets and lease liabilities in the Consolidated Balance Sheets:

	As of December 31,	
	2025	2024
Operating lease ROU assets[a]		
Other deferred debits and other assets	$ 371	$ 436
Operating lease liabilities[a]		
Other current liabilities	72	72
Other deferred credits and other liabilities	433	511
Total operating lease liabilities	$ 505	$ 583

(a) The operating ROU assets and lease liabilities include $141 million and $241 million, respectively, related to contracted generation as of December 31, 2025, and $176 million and $289 million, respectively, as of December 31, 2024.

The weighted average remaining lease terms, in years, and the weighted average discount rates for operating leases were as follows:

	As of December 31,		
	2025	2024	2023
Weighted average remaining lease term	6.7	7.4	8.4
Weighted average discount rate	5.1 %	5.0 %	5.0 %

The following table reconciles the undiscounted cash flows for our operating leases to the operating lease liabilities recorded on our consolidated balance sheet as of December 31, 2025:

2026	$ 104
2027	104
2028	105
2029	103
2030	63
2031 and thereafter	159
Total lease payments	638
Less: Imputed interest	133
Operating lease liabilities	$ 505

Supplemental cash flow information related to operating leases was as follows:

	For the Years Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of operating lease liabilities	$ 90	$ 87	$ 102
ROU assets obtained in exchange for operating lease obligations	2	6	13

Lessor

We have operating leases for which we are the lessor. The significant types of operating leases are contracted generation and real estate. The following table outlines other terms and conditions of the lease agreements as of December 31, 2025.

	In Years
Remaining lease terms	1-15
Options to extend the term	5-20

The components of lease income were as follows:

	For the Years Ended December 31,		
	2025	2024	2023
Operating lease income	$ 51	$ 51	$ 51
Variable lease income	231	244	248

The following table presents the lease payments we expect to receive over the remaining terms as of December 31, 2025:

2026	$ 50
2027	50
2028	50
2029	48
2030	9
2031 and thereafter	29
Total	$ 236

12. Intangible Assets

Goodwill

See Note 1 — Basis of Presentation for our policy regarding goodwill. Our operating segments are also considered reporting units for goodwill impairment assessment purposes.

The following table provides a rollforward of the carrying amount of goodwill from January 1, 2024 to December 31, 2025. There were no impairment losses for the years ended December 31, 2025, 2024, and 2023.

	2025	2024
Beginning balance as of January 1	$ 420	$ 425
Goodwill allocated to assets held for sale	—	(5)
Ending balance as of December 31	$ 420	$ 420

Other Intangible Assets and Liabilities

Our other intangible assets and liabilities included in Other current assets, Other deferred debits and other assets, Other current liabilities, and Other deferred credits and other liabilities in the Consolidated Balance Sheets, consisted of the following as of December 31, 2025 and 2024. The customer relationships are generally amortized on a straight line basis, while UECs are amortized in accordance with the expected realization of the underlying cash flows:

	December 31, 2025			December 31, 2024		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
UECs	$ 1,850	$ (1,686)	$ 164	$ 1,850	$ (1,669)	$ 181
Customer Relationships	174	(137)	37	244	(189)	55
Total	$ 2,024	$ (1,823)	$ 201	$ 2,094	$ (1,858)	$ 236

The following table summarizes the amortization expense related to our other intangible assets and liabilities for the years ended December 31, 2025, 2024, and 2023:

	For the Years Ended December 31,		
	2025	2024	2023
Amortization expense[a]	$ 35	$ 60	$ 58

(a) See Note 22 — Supplemental Financial Information for additional information on amortization expense.

The following table summarizes the estimated future amortization expense related to our other intangible assets and liabilities as of December 31, 2025:

For the Years Ending December 31,	Estimated Future Amortization Expense
2026	$ 41
2027	33
2028	28
2029	20
2030	16
2031 and thereafter	63
Total	$ 201

13. Income Taxes

Income (Loss) Before Income Taxes

Income (loss) before income taxes is comprised of the following components:

	For the Years Ended December 31,		
	2025	2024	2023
Domestic	$ 3,458	$ 4,433	$ 2,137
Foreign	53	83	310
Total Income (loss) before income taxes	$ 3,511	$ 4,516	$ 2,447

Components of Income Tax Expense or Benefit

Income taxes are comprised of the following components:

	For the Years Ended December 31,		
	2025	2024	2023
Federal			
Current	$ 764	$ 451	$ 392
Deferred	238	229	302
ITC amortization	(15)	(14)	(15)
State			
Current	136	127	142
Deferred	50	(39)	(34)
Foreign			
Current	14	(25)	72
Deferred	—	45	—
Total Income tax (benefit) expense	$ 1,187	$ 774	$ 859

Income Taxes Paid

Income taxes (net of refunds) paid during the year was comprised of the following components:

	For the Years Ended December 31,		
	2025	2024	2023
Federal	$ 341	$ 242	$ 315
State			
Illinois	16	24	19
Maryland	11	24	7
Other state	91	141	41
Foreign			
United Kingdom	(20)	—	61
Other foreign	7	5	23
Total income taxes paid (net of refunds)	$ 446	$ 436	$ 466

Rate Reconciliation

The effective income tax rate varies from the U.S. federal statutory rate principally due to the following:

	For the Years Ended December 31,					
	2025		2024		2023	
U.S. federal statutory income tax	21.0 %	$ 737	21.0 %	$ 948	21.0 %	$ 514
(Decrease) increase due to:						
State income taxes, net of federal income tax benefit[a][b]	4.2	147	1.5	69	3.5	86
Foreign tax effects	0.1	2	0.1	3	0.5	12
Tax credits						
PTC	(2.1)	(74)	(9.4)	(425)	—	—
Amortization of ITC, including deferred taxes on basis differences	(0.3)	(12)	(0.2)	(11)	(0.5)	(12)
Other	(0.3)	(8)	(0.4)	(16)	(0.6)	(15)
Nontaxable or nondeductible items						
Share-based payment awards	(1.2)	(44)	(0.4)	(17)	(0.3)	(7)
Excess officers compensation	1.5	51	0.7	34	0.8	20
Other	1.0	38	0.2	10	0.4	9
Other adjustments						
Qualified NDT fund income and losses	9.9	350	4.0	179	10.3	252
Effective income tax[c][d]	33.8 %	$ 1,187	17.1 %	$ 774	35.1 %	$ 859

(a) Includes $21 million, ($42) million and ($4) million related to state rate changes and certain state tax positions in 2025, 2024, and 2023, respectively.
(b) In 2025, state taxes in Massachusetts, New York, Pennsylvania, and New Jersey made up the majority (greater than 50%) of the tax effect in this category. In 2024, state taxes in Maryland, Illinois, Massachusetts, California, New Jersey, New York, Pennsylvania, and Connecticut made up the majority (greater than 50%) of the tax effect in this category. In 2023, state taxes in Maryland, Pennsylvania, New Jersey, and California made up the majority (greater than 50%) of the tax effect in this category.
(c) The change in effective tax rate in 2025 is primarily due to the inclusion of nuclear PTCs, which are not taxable, and higher income from Qualified NDT funds.
(d) Amounts may not recalculate due to rounding.

Tax Differences and Carryforwards

The tax effects of temporary differences and carryforwards, which give rise to significant portions of the deferred tax assets (liabilities), as of December 31, 2025 and 2024 are presented below:

	December 31, 2025	December 31, 2024
Plant basis differences	$ (3,321)	$ (3,138)
Accrual-based contracts	(35)	(30)
Derivatives and other financial instruments	1,090	700
Deferred pension and postretirement obligation	(359)	(336)
Nuclear decommissioning activities	(187)	(256)
Tax loss carryforward	23	19
Tax loss carryforward valuation allowances	(3)	(3)
Investment in partnerships	(283)	(204)
Other, net	(160)	242
Deferred income tax liabilities (net)	(3,235)	(3,006)
Unamortized ITCs	(309)	(325)
Total deferred income tax liabilities (net) and unamortized ITCs	$ (3,544)	$ (3,331)

The following table provides our carryforwards, of which the state-related items are presented on a post-apportioned basis, and any corresponding valuation allowances as of December 31, 2025:

	December 31, 2025
Federal	
Federal general business credits carryforwards and other carryforwards	$ —
State	
State net operating losses (NOL) and other carryforwards	393
Deferred taxes on state tax attributes (net)	17
Valuation allowance on state tax attributes	(3)
Foreign	
Foreign NOL and other carryforwards	20
Deferred taxes on foreign tax attributes (net)	5

As of December 31, 2025, NOL carryforwards consisted primarily of NOL in ten states, totaling $17M in deferred tax assets with the majority to expire between 2030 and 2032. A portion of state NOLs is offset with a valuation allowance to address potential limitation on NOL usage prior to expiration.

Unrecognized Tax Benefits

Our unrecognized tax benefits were not material as of and for the years ended December 31, 2025, 2024, and 2023, and if recognized, would not significantly impact our effective tax rate. Further, these amounts are not expected to significantly increase or decrease within the next twelve months.

Total amounts of interest and penalties recognized

Interest and penalty expenses are recorded in Interest expense, net and Other, net, respectively, in the Consolidated Statements of Operations and Comprehensive Income. There was no material interest and penalty expense related to our tax positions for the years ended December 31, 2025, 2024, and 2023.

Description of tax years open to assessment by major jurisdiction

Major Jurisdiction	Open Years[a]
Federal consolidated income tax returns	2010-2024
Illinois unitary corporate income tax returns	2012-2024
Texas combined corporate income tax returns	2021-2024
New Jersey combined corporate income tax returns	2021-2024
Maryland separate corporate income tax returns	2022-2024
Massachusetts combined corporate income tax returns	2022-2024
New York combined corporate income tax returns	2022-2024
Pennsylvania separate corporate income tax returns	2010-2024
California combined corporate income tax returns	

(a) Tax years open to assessment include years when we were consolidated by Exelon. See discussion below under the Tax Matters Agreement for responsibility of taxes of these open years.

Constellation participates in the IRS Compliance Assurance Process which provides the opportunity to resolve complex tax matters with the IRS prior to filing its federal income tax returns with a goal to achieve certainty with respect to tax matters. Constellation entered the program for the 2024 tax year.

Other Tax Matters

One Big Beautiful Bill Act

In July 2025, Congress passed the OBBBA which, among other things, included certain changes in tax law. See Note 3 — Regulatory Matters for additional information.

Tax Matters Agreement

In connection with the separation, we entered a TMA with Exelon. The TMA governs the respective rights, responsibilities, and obligations between us and Exelon after the separation with respect to tax liabilities and benefits, tax attributes, tax returns, tax contests and other tax sharing regarding U.S. federal, state, local and foreign income taxes, other tax matters and related tax returns.

Responsibility and Indemnification for Taxes. As a former subsidiary of Exelon, we have joint and several liability with Exelon to the IRS and certain state jurisdictions relating to the taxable periods that we were included in federal and state filings. However, the TMA specifies the portion of this tax liability for which we will bear contractual responsibility, and we and Exelon agreed to indemnify each other against any amounts for which such indemnified party is not responsible. Specifically, we will be liable for taxes due and payable in connection with tax returns that we are required to file. We will also be liable for our share of certain taxes required to be paid by Exelon with respect to taxable years or periods (or portions thereof) ending on or prior to the separation to the extent that we would have been responsible for such taxes under the Exelon tax sharing agreement then existing. As of December 31, 2025 and 2024, respectively, our Consolidated Balance Sheets reflect $43 million and $39 million in Other deferred credits and other liabilities, respectively, for tax liabilities where we maintain contractual responsibility to Exelon.

Tax Refunds and Attributes. The TMA provides for the allocation of certain pre-closing tax attributes between us and Exelon. Tax attributes will be allocated in accordance with the principles set forth in the existing Exelon tax sharing agreement, unless otherwise required by law. Under the TMA, we will be entitled to refunds for taxes for which we are responsible. In addition, it is expected that Exelon will have tax attributes that may be used to offset Exelon's future tax liabilities. A significant portion of such attributes were generated by our business. In February 2024, we executed an amendment to the TMA that modified the timing of Exelon's payment of amounts due to us. During 2025 and 2024, we received payments for tax attributes utilized by Exelon related to the 2024 and 2023 tax years of $145 million and $174 million, respectively. As of December 31, 2025 and 2024, respectively, we had $175 million and $138 million in Accounts receivable, net and $21 million and $201 million in Other deferred debits and other assets for the reclassified tax attributes expected to be utilized by Exelon after separation in accordance with the terms of the TMA.

IRS Notice 2026. In February 2026, the IRS issued Notice 2026-7 (the "Notice"), which provides guidance on the implementation of the corporate alternative minimum tax (CAMT). The Notice permits taxpayers to deduct repair and maintenance costs under tax law principles in determining adjusted financial statement income and applies retroactively to previously filed tax returns. As a result of this Notice, Exelon amended its 2023 and 2024 tax returns to reflect less CAMT and thus lower utilization of previously refunded tax attributes.

We received a demand letter from Exelon on February 19, 2026, and expect to remit to Exelon $235 million under the TMA related to prior periods. This payment is due within 45 days of our receipt of the demand letter. We will increase our receivable for the $235 million in the first quarter of 2026 as we expect Exelon to pay us as it utilizes these tax attributes in future periods.

14. Retirement Benefits

Defined Benefit Pension and OPEB

Approximately half of current employees participate in the defined benefit pension and OPEB plans that we sponsor. As the plan sponsor, our Consolidated Balance Sheets reflect underfunded pension and OPEB liabilities equal to an excess of either the PBO or APBO over the fair value of the plan assets, consistent with a single employer benefit plan. Newly hired employees are generally not eligible for either pension or OPEB benefits; instead, these employees are eligible to receive an enhanced non-discretionary fixed employer contribution under our sponsored defined contribution savings plan.

Benefit Obligations, Plan Assets, and Funded Status

We use a December 31 measurement date for our pension and OPEB obligations and the related plan assets. The actuarial losses experienced upon remeasurement as of December 31, 2025 were offset against AOCI, net of deferred taxes. See the table below for changes associated with the pension valuation.

The following tables provide a rollforward of the changes in the benefit obligations and plan assets for the years ended December 31, 2025 and 2024 for all plans combined:

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Change in benefit obligation:				
Benefit obligation as of the beginning of the year	$ 7,397	$ 7,770	$ 1,422	$ 1,443
Service cost	84	90	18	17
Interest cost	408	391	78	72
Plan participants' contributions	—	—	30	24
Actuarial loss (gain), net	289	(269)	120	12
Reclassification to liabilities held for sale	—	(9)	—	(1)
Settlements	(3)	(13)	—	—
Gross benefits paid	(582)	(563)	(147)	(145)
Benefit obligation as of the end of year	$ 7,593	$ 7,397	$ 1,521	$ 1,422

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Change in plan assets:				
Plan assets as of the beginning of year	$ 6,317	$ 6,687	$ 598	$ 692
Employer contributions	174	177	—	—
Plan participants' contributions	—	—	24	18
Actual return (loss) on plan assets	593	37	45	22
Reclassification to assets held for sale	—	(8)	—	—
Settlements	(3)	(13)	—	—
Gross benefits paid	(582)	(563)	(103)	(134)
Fair value of plan assets as of the end of year	$ 6,499	$ 6,317	$ 564	$ 598
Over (under) funded status (Plan assets less benefit obligations)	$ (1,094)	$ (1,080)	$ (957)	$ (824)

We present our benefit obligations net of plan assets in our Consolidated Balance Sheets within the following line items:

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Other current liabilities	$ (22)	$ (9)	$ (52)	$ (20)
Pension and non-pension benefit obligations	(1,072)	(1,071)	(905)	(804)

The following table provides the ABO and fair value of plan assets for all pension plans with an ABO in excess of plan assets.

ABO in Excess of Plan Assets	December 31, 2025	December 31, 2024
ABO	$ (7,436)	$ (7,225)
Fair value of plan assets	6,499	6,317

Components of Net Periodic Benefit (Credit) Cost

See Note 1 — Basis of Presentation for additional information on where we report the service cost and other non-service cost (credit) components for all plans.

The following table presents the components of our net periodic benefit (credit) cost for the years ended December 31, 2025, 2024, and 2023. The amounts below are shown prior to capitalization and co-owner allocations, the effects of which were not material for any of the periods presented.

	Pension Benefits			OPEB			Total Pension Benefits and OPEB		
	2025	2024	2023	2025	2024	2023	2025	2024	2023
Components of net periodic benefit (credit) cost:									
Service cost	$ 84	$ 90	$ 89	$ 18	$ 17	$ 16	$ 102	$ 107	$ 105
Non-service components of pension benefits & OPEB (credit) cost:									
Interest cost	408	391	404	78	72	76	486	463	480
Expected return on assets	(489)	(506)	(520)	(33)	(42)	(45)	(522)	(548)	(565)
Amortization of:									
Prior service (credit) cost	1	1	1	(6)	(6)	(10)	(5)	(5)	(9)
Actuarial (gain) loss	103	102	48	(8)	(9)	(12)	95	93	36
Settlement charges	1	6	—	—	—	—	1	6	—
Non-service components of pension benefits & OPEB credit (cost)	24	(6)	(67)	31	15	9	55	9	(58)
Net periodic benefit (credit) cost	$ 108	$ 84	$ 22	$ 49	$ 32	$ 25	$ 157	$ 116	$ 47

Components of AOCI

We recognize the overfunded or underfunded status of defined benefit pension and OPEB plans as an asset or liability on our balance sheet, with offsetting entries to AOCI. The following tables provide the pre-tax components of AOCI for the years ended December 31, 2025 and 2024, for all plans combined:

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Changes in plan assets and benefit obligations recognized in AOCI:				
Current year actuarial (gain) loss	$ 186	$ 202	$ 109	$ 33
Amortization of actuarial (loss) gain	(103)	(102)	8	9
Amortization of prior service (cost) credit	(1)	(1)	6	6
Settlements	(1)	(6)	—	—
Total recognized in AOCI	$ 81	$ 93	$ 123	$ 48

The following table provides the components of gross accumulated other comprehensive income (loss) that have not been recognized as components of periodic benefit cost as of December 31, 2025 and 2024, for all plans combined:

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Prior service (credit) cost	$ 8	$ 8	$ (11)	$ (18)
Actuarial (gain) loss	3,162	3,080	73	(43)
Total	$ 3,170	$ 3,088	$ 62	$ (61)

Average Remaining Service Period

For pension benefits, we amortize the unrecognized prior service (credits) costs and certain actuarial gains and losses reflected in AOCI, as applicable, based on participants' average remaining service periods.

For OPEB, we amortize the unrecognized prior service (credits) costs reflected in AOCI over participants' average remaining service period to benefit eligibility age, and amortize certain actuarial gains and losses reflected in AOCI over participants' average remaining service period to expected retirement.

The resulting average remaining service periods (in years) for pension and OPEB as of December 31, 2025 and 2024 were as follows:

	December 31, 2025	December 31, 2024
Pension plans	10	11
OPEB plans:		
Benefit Eligibility Age	8	8
Expected Retirement	9	9

Assumptions

The measurement of the plan obligations and costs of providing benefits under our defined benefit pension and OPEB plans involves various factors, including the development of valuation assumptions and inputs and accounting policy elections. The measurement of benefit obligations and costs is impacted by several assumptions and inputs, as shown below, among other factors. When developing the required assumptions, we consider historical information as well as future expectations.

Discount Rate. The discount rates are determined by developing a spot rate curve based on the yield to maturity of high-quality corporate bonds with similar maturities to the related pension and OPEB obligations. The spot rates are used to discount the estimated future benefit distribution amounts under the pension and OPEB plans. The discount rate is the single level rate that produces the same result as the spot rate curve. We utilize an analytical tool developed by our actuaries to determine the discount rates.

Expected Rate of Return. To determine the EROA, we use third-party expectations for future long-term capital market performance, weighted by our target asset class allocations.

Mortality. The mortality assumption is composed of a base table that represents the current expectation of life expectancy of the population adjusted by an improvement scale that attempts to anticipate future improvements in life expectancy. Upon remeasurement as of December 31, 2025 and December 31, 2024, we utilized the mortality tables and projection scales released by the SOA.

The following assumptions were used to determine the benefit obligations for the plans as of December 31, 2025 and December 31, 2024. Assumptions used to determine year-end benefit obligations are the assumptions used to estimate the subsequent year's net periodic benefit costs.

	Pension Benefits		OPEB	
	December 31, 2025	December 31, 2024	December 31, 2025	December 31, 2024
Discount rate[a]	5.38 %	5.66 %	5.30 %	5.63 %
Investment crediting rate[b]	5.93 %	5.72 %	N/A	N/A
Rate of compensation increase[c]	4.25 %	4.25 %	4.25 %	4.25 %
Mortality table	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)
Healthcare cost trend on covered charges	N/A	N/A	9.00% initial, 5.00% ultimate	7.00% initial, 5.00% ultimate

(a) The discount rates above represent the blended rates used to calculate the majority of Constellation's pension and OPEB costs.
(b) The investment crediting rate above represents a weighted average rate.
(c) Includes 4.25% average for the three-year period (2026-2028) and 3.75% average thereafter.

The following assumptions were used to determine the net periodic benefit cost for the plans for the years ended December 31, 2025 and 2024.

	Pension Benefits		OPEB	
	2025	2024	2025	2024
Discount rate[a]	5.66 %	5.17 %	5.63 %	5.15 %
Investment crediting rate[b]	5.72 %	5.07 %	N/A	N/A
Expected return on plan assets[c]	6.50 %	6.50 %	6.00 %	6.50 %
Rate of compensation increase[d]	4.25 %	4.25 %	4.25 %	4.25 %
Mortality table	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)	Pri-2012 table with MP-2021 improvement scale (adjusted)
Healthcare cost trend on covered charges	N/A	N/A	7.00% initial, 5.00% ultimate	Initial and ultimate rate of 5.00%

(a) The discount rates above represent the blended rates used to calculate the majority of Constellation's pension and OPEB costs.
(b) The investment crediting rate above represents a weighted average rate.
(c) Applicable to our pension and OPEB plans with plan assets, with the OPEB rate representing a weighted average.
(d) Includes 4.25% average for the four-year period (2025-2028) and 3.75% average thereafter.

Contributions

We consider various factors when making qualified pension funding decisions, including actuarially determined minimum contribution requirements under ERISA, contributions required to avoid benefit restrictions and at-risk status as defined by the Pension Protection Act, and management of the pension obligation. The Pension Protection Act requires the attainment of certain funding levels to avoid benefit restrictions (such as an inability to pay lump sums or to accrue benefits prospectively), and at-risk status (which triggers higher minimum contribution requirements and participant notification). The projected contributions below reflect a funding strategy to make annual contributions to offset some of the growth of the liability (e.g., from service cost). Qualified pension contributions made in February 2026 reflect our funding strategy and market conditions as of year-end.

Our non-qualified pension plans are not funded, given that they are not subject to statutory minimum contribution requirements. OPEB plans are also not subject to statutory minimum contribution requirements, though we have funded some of our plans. For our funded OPEB plans, we consider several factors in determining the level of our contributions, including liabilities management and levels of benefit claims paid. Annually, we evaluate whether additional funding for those plans is needed, and the OPEB values below reflect both plan contributions (if applicable) and benefit payments for unfunded plans.

The following table provides our contributions paid to our qualified pension plans, non-qualified pension plans, and OPEB plans for the years ended December 31, 2025, 2024, and 2023:

	2025	2024	2023
Pension contributions[a]	$ 174	$ 177	$ 26
OPEB contributions	37	7	28
Total contributions	$ 211	$ 184	$ 54

(a) Our annual qualified pension contributions were $161 million in 2025 and 2024. The benefit payments to the non-qualified pension plans in 2025 and 2024 were not material.

The following table provides our planned contributions to our qualified pension plans, non-qualified pension plans, and OPEB plans in 2026 (including our benefit payments related to unfunded plans):

	Qualified Pension Plans	Non-Qualified Pension Plans	OPEB	Total
Planned contributions	$ 162	$ 22	$ 64	$ 248

Estimated Future Benefit Payments

Estimated future benefit payments to participants over the next ten years in all pension and OPEB plans as of December 31, 2025 are as follows:

	Pension Benefits	OPEB
2026	$ 595	$ 125
2027	580	127
2028	598	127
2029	590	127
2030	590	126
2031 through 2035	2,848	608
Total estimated future benefits payments through 2035	$ 5,801	$ 1,240

Plan Assets

On a regular basis, we evaluate our investment strategy to ensure that plan assets will be sufficient to pay plan benefits when due. We have developed and implemented a liability hedging investment strategy for the majority of our qualified pension plans which has reduced the volatility of these pension assets relative to the associated pension obligations. We are likely to continue to gradually increase the liability hedging portfolios as the funded statuses of the plans improve. The overall objective is to achieve attractive risk-adjusted returns that will satisfy the liquidity requirements of the plans' liabilities while striving to minimize the risk of significant losses. Trust assets for our OPEB plans are managed in a diversified investment strategy that prioritizes maximizing liquidity and returns while minimizing asset volatility.

Actual asset returns have an impact on the costs reported for the pension and OPEB plans. The actual asset returns across our pension and OPEB plans for the year ended December 31, 2025 were 10.10% and 10.10%, respectively, compared to an expected long-term return assumption of 6.50% and 6.00%, respectively. We used an EROA of 6.50% and 6.00% to estimate our 2026 pension and OPEB costs, respectively.

Our pension and OPEB plan target asset allocations as of December 31, 2025 and 2024 were as follows:

	December 31, 2025		December 31, 2024	
Asset Category	Pension Benefits	OPEB	Pension Benefits	OPEB
Equity securities	21 %	24 %	21 %	20 %
Fixed income securities	54 %	59 %	54 %	66 %
Alternative investments[a]	25 %	17 %	25 %	14 %
Total	100 %	100 %	100 %	100 %

(a) Alternative investments include private equity, hedge funds, real assets, and private credit.

We evaluated our pension and OPEB plans' asset portfolios for the existence of significant concentrations of credit risk as of December 31, 2025. Types of concentrations that were evaluated include, but are not limited to, investment concentrations in a single entity, type of industry, foreign country, and individual fund. As of December 31, 2025, our pension and OPEB plans held no credit risk concentrations surpassing 10% of plan assets.

Fair Value Measurements

The following table presents pension and OPEB plan assets measured and recorded at fair value as a net component of Pension and non-pension postretirement benefit obligations in our Consolidated Balance Sheets on a recurring basis and their level within the fair value hierarchy as of December 31, 2025 and 2024. There were no plan assets classified as Level 3 as of December 31, 2025 and 2024.

	December 31, 2025			December 31, 2024		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Pension plan assets[a]						
Cash equivalents	$ 195	$ —	$ 195	$ 170	$ —	$ 170
Equities[b]	1,053	—	1,053	1,041	—	1,041
Fixed income	847	1,862	2,709	675	1,795	2,470
Total assets measured at fair value	2,095	1,862	3,957	1,886	1,795	3,681
Assets measured at NAV	—	—	2,934	—	—	2,869
Pension plan assets subtotal	2,095	1,862	6,891	1,886	1,795	6,550
OPEB plan assets[a]						
Cash equivalents	24	—	24	18	—	18
Equities	71	—	71	96	—	96
Fixed income	71	22	93	132	39	171
Total assets measured at fair value	166	22	188	246	39	285
Assets measured at NAV	—	—	374	—	—	309
OPEB plan assets subtotal	166	22	562	246	39	594
Total pension and OPEB plan assets[c]	$ 2,261	$ 1,884	$ 7,453	$ 2,132	$ 1,834	$ 7,144

(a) See Note 17 — Fair Value of Financial Assets and Liabilities for a description of levels within the fair value hierarchy.
(b) Includes total derivative assets and liabilities that are not material, which have total notional amounts of $2,509 million and $2,635 million as of December 31, 2025 and 2024, respectively. The notional principal amounts for these instruments provide one measure of the transaction volume outstanding as of the fiscal years ended and do not represent the amount of the company's exposure to credit or market loss.
(c) Excludes net liabilities of $390 million and $229 million as of December 31, 2025 and 2024, respectively. These items are required to reconcile to the fair value of net plan assets and consist primarily of receivables or payables related to pending securities sales and purchases, and interest and dividends receivable.

Valuation Techniques Used to Determine Fair Value

The techniques used to determine the fair value of the pension and OPEB assets invested in cash equivalents, equities, fixed income, derivatives, private equity, real assets, and private credit investments are the same as the valuation techniques for these types of investments in the NDT funds. See Cash Equivalents and NDT Fund Investments in Note 17 — Fair Value of Financial Assets and Liabilities for further information.

Pension and OPEB assets also include investments in hedge funds. Hedge fund investments include those that employ a broad range of strategies to enhance returns and provide additional diversification. The fair value of hedge funds is determined using NAV or its equivalent as a practical expedient, and therefore, hedge funds are not classified within the fair value hierarchy. We have the ability to redeem these investments at NAV or its equivalent subject to certain restrictions, which may include a lock-up period or a gate.

Defined Contribution Savings Plan

We sponsor the Constellation Employee Savings Plan, a 401(k) defined contribution savings plan. The plan allows employees to contribute a portion of their pre-tax and/or after-tax income in accordance with specified guidelines. We match a percentage of the employee contributions up to certain limits. In addition, certain employees are eligible for a fixed non-discretionary employer contribution in lieu of a pension benefit. The employer contributions to the savings plan were $126 million, $117 million, and $106 million for the years ended December 31, 2025, 2024, and 2023, respectively.

15. Derivative Financial Instruments

We use derivative instruments to manage commodity price risk, interest rate risk, and foreign exchange risk related to ongoing business operations.

Authoritative guidance requires that derivative instruments be recognized as either assets or liabilities at fair value, with changes in fair value of the derivative recognized in earnings immediately. Other accounting treatments, including NPNS, are available through special election and designation, provided they meet specific, restrictive criteria both at the time of designation and on an ongoing basis. All derivative instruments, excluding NPNS, are recorded at fair value through earnings. For all NPNS derivative instruments, accounts receivable or accounts payable are recorded when derivatives settle and revenue or expense is recognized in earnings as the underlying physical commodity is delivered.

Authoritative guidance for the offsetting of assets and liabilities requires the fair value of derivative instruments to be shown in the Combined Notes to Consolidated Financial Statements on a gross basis, even when the derivative instruments are subject to legally enforceable master netting agreements and qualify for net presentation in the Consolidated Balance Sheets. A master netting agreement is an agreement between two counterparties that may have derivative and non-derivative contracts with each other providing for the net settlement of all referenced contracts via one payment stream, which takes place as the contracts deliver, when collateral is requested or in the event of default. In the tables below, which present fair value balances, our commodity economic hedges are shown gross. The impact of the netting of fair value balances with the same counterparty that are subject to legally enforceable master netting agreements, as well as netting of cash collateral, including margin on exchange positions, is aggregated in the collateral and netting columns.

Our use of cash collateral is generally unrestricted unless we were downgraded below investment grade. As our senior unsecured debt rating is currently rated at BBB+ and Baa1 by S&P and Moody's, respectively, it would take a three-notch downgrade by S&P or Moody's for our rating to go below investment grade.

Commodity Price Risk

We employ established policies and procedures to manage our risks associated with market fluctuations in commodity prices by entering into physical and financial derivative contracts, including swaps, futures, forwards, options, and short-term and long-term commitments to purchase and sell energy and energy-related products. We believe these instruments, which are either determined to be non-derivative or classified as economic hedges, mitigate exposure to fluctuations in commodity prices.

To the extent the amount of energy we produce or procure differs from the amount of energy we have contracted to sell, we are exposed to market fluctuations in the prices of electricity, natural gas, and other commodities. We use a variety of derivative and non-derivative instruments to manage the commodity price risk of our electric generation facilities, including power and gas sales, fuel and power purchases, natural gas transportation and pipeline capacity agreements, and other energy-related products marketed and purchased. To manage these risks, we may enter into fixed-price derivative or non-derivative contracts to hedge the variability in future cash flows from expected sales of power and gas and purchases of power and fuel. The objectives for executing such hedges include fixing the price for a portion of anticipated future electricity sales at a level that provides an acceptable return. We are also exposed to differences between the locational settlement prices of certain economic hedges and the hedged generating units. This price difference is actively managed through other instruments which include derivative congestion products, whose changes in fair value are recognized in earnings each period, and auction revenue rights, which are accounted for on an accrual basis.

In general, increases and decreases in forward market prices have a positive and negative impact, respectively, on owned and contracted generation positions that have not been hedged. Beginning in 2024, our existing nuclear fleet is eligible for a nuclear PTC, an important tool in managing commodity price risk for each nuclear unit not already receiving state support. The nuclear PTC provides increasing levels of support as unit revenues decline below levels established in the IRA and is further adjusted for inflation annually through the duration of the program based on the GDP price deflator for the preceding calendar year. See Note 6 — Government Assistance for additional information.

In locations and periods where our load serving activities do not naturally offset existing generation portfolio risk, remaining commodity price exposure is managed through portfolio hedging activities. Portfolio hedging activities are generally concentrated in the prompt three years, when customer demand and market liquidity enable effective price risk mitigation. During this prompt three-year period, we seek to mitigate the price risk associated with our load serving contracts, non-nuclear generation, and any residual price risk for our nuclear generation that the nuclear PTC and state programs may not fully mitigate. We also enter transactions that further optimize the economic benefits of our overall portfolio.

The following tables provide a summary of the commodity derivative fair value balances recorded as of December 31, 2025 and 2024:

December 31, 2025	Economic Hedges	Collateral [a]	Netting[a]	Total
Derivative assets (current)	$ 7,349	$ 375	$ (6,791)	$ 933
Derivative assets (noncurrent)	5,030	272	(4,853)	449
Total derivative assets	12,379	647	(11,644)	1,382
Derivative liabilities (current)	(7,642)	386	6,791	(465)
Derivative liabilities (noncurrent)	(5,585)	319	4,853	(413)
Total derivative liabilities	(13,227)	705	11,644	(878)
Total derivative net assets (liabilities)	$ (848)	$ 1,352	$ —	$ 504

December 31, 2024				
Derivative assets (current)	$ 5,518	$ 152	$ (4,860)	$ 810
Derivative assets (noncurrent)	3,672	120	(3,421)	371
Total derivative assets	9,190	272	(8,281)	1,181
Derivative liabilities (current)	(5,498)	173	4,860	(465)
Derivative liabilities (noncurrent)	(3,961)	141	3,421	(399)
Total derivative liabilities	(9,459)	314	8,281	(864)
Total derivative net assets (liabilities)	$ (269)	$ 586	$ —	$ 317

(a) We net all available amounts allowed in our Consolidated Balance Sheets in accordance with authoritative guidance for derivatives. These amounts include unrealized derivative transactions with the same counterparty under legally enforceable master netting agreements and cash collateral.

The following table summarizes the net buy/(sell) notional position of commodity derivative transactions, excluding our NPNS derivatives that are not recorded at fair value, as of December 31, 2025 and 2024:

(In millions)	As of December 31,		
Commodity Type	2025	2024	Unit of Measure
Electricity	(260)	(130)	MWh
Natural Gas	33	33	MMBtu
Emissions	(35)	(18)	Short Ton

Economic Hedges (Commodity Price Risk)

For the years ended December 31, 2025, 2024, and 2023, we recognized the following net pre-tax commodity unrealized gains (losses), which are also included in the Net fair value changes related to derivatives line in the Consolidated Statements of Cash Flows.

	For the Years Ended December 31,		
Income Statement Location	2025	2024	2023
Operating revenues	$ (804)	$ 313	$ 1,402
Purchased power and fuel	183	963	(2,368)
Total	$ (621)	$ 1,276	$ (966)

Interest Rate and Foreign Exchange Risk

We utilize interest rate swaps to manage our interest rate exposure and foreign currency derivatives to manage foreign exchange rate exposure associated with international commodity sales and purchases in currencies other than U.S. dollars, both of which are treated as economic hedges. The notional amounts were $1,439 million and $592 million as of December 31, 2025 and 2024, respectively.

The derivative assets and liabilities for the years ended December 31, 2025 and 2024 and the unrealized gains and losses associated with management of interest rate and foreign currency risk for the years ended December 31, 2025, 2024, and 2023 were not material. The unrealized gains and losses associated with management of interest rate and foreign currency exchange rate risk are also included in the Net fair value changes related to derivatives line in the Consolidated Statements of Cash Flows.

Credit Risk

We would be exposed to credit-related losses in the event of non-performance by counterparties on executed derivative instruments. The credit exposure of derivative contracts, before collateral, is represented by the fair value of contracts as of the reporting date.

For commodity derivatives, we enter into enabling agreements that allow for payment netting with our counterparties, which reduces our exposure to counterparty risk by providing for the offset of amounts payable to the counterparty against amounts receivable from the counterparty. Typically, each enabling agreement is for a specific commodity and, with respect to each individual counterparty, netting is limited to transactions involving that specific commodity product, except where master netting agreements exist with a counterparty that allows for cross product netting. In addition to right of offset language in the enabling agreement, our credit department establishes credit limits, margining thresholds and collateral requirements for each counterparty, which are defined in the derivative contracts. Counterparty credit limits are based on an internal credit review process that considers a variety of factors, including the results of a scoring model, leverage, liquidity, profitability, credit ratings by credit rating agencies, and other risk management criteria. To the extent that a counterparty's margining thresholds are exceeded, the counterparty is required to post collateral with us, as specified in each enabling agreement. Our credit department monitors current and forward credit exposure to counterparties and their affiliates, both on an individual and an aggregate basis.

The following tables provide information on the credit exposure for derivative instruments, inclusive of payables and receivables, net of collateral and instruments that are subject to master netting agreements, as of December 31, 2025. The amounts in the tables below exclude credit risk exposure from individual retail counterparties, NPNS contracts, forward values on non-derivative contracts and exposure through RTOs, ISOs, as well as commodity exchanges. The tables further delineate that exposure by credit rating of the counterparties and provide guidance on the concentration of credit risk to individual counterparties.

Rating as of December 31, 2025	Total Exposure Before Credit Collateral	Credit Collateral[a]	Net Exposure	Number of Counterparties Greater than 10% of Net Exposure	Net Exposure of Counterparties Greater than 10% of Net Exposure
Investment grade	$ 966	$ 10	$ 956	1	$ 152
Non-investment grade	10	1	9	—	—
No external ratings					
Internally rated — investment grade	172	6	166	—	—
Internally rated — non-investment grade	156	23	133	—	—
Total	$ 1,304	$ 40	$ 1,264	1	$ 152

(a) As of December 31, 2025, credit collateral held from counterparties was entirely in the form of letters of credit.

Net Credit Exposure by Type of Counterparty	As of December 31, 2025
Investor-owned utilities, marketers, power producers	$ 1,052
Energy cooperatives and municipalities	89
Financial Institutions	48
Other	75
Total	$ 1,264

Credit-Risk-Related Contingent Features

As part of the normal course of business, we routinely enter into physically and financially settled contracts for the purchase and sale of capacity, electricity, fuels, emissions allowances, and other energy-related products. Certain of our derivative instruments contain provisions that require us to post collateral. We also enter into commodity transactions on exchanges where the exchanges act as the counterparty to each trade. Transactions on the exchanges must adhere to comprehensive collateral and margining requirements. This collateral may be posted in the form of cash or credit support with thresholds contingent upon our credit ratings from S&P and Moody's. The collateral and credit support requirements vary by contract and by counterparty. These credit-risk-related contingent features stipulate that if we were to be downgraded or lose our investment grade credit ratings (based on our senior unsecured debt rating), we would be required to provide additional collateral. This incremental collateral requirement allows for the offsetting of derivative instruments that are assets with the same counterparty, where the contractual right of offset exists under applicable master netting agreements. In the absence of expressly agreed-to provisions that specify the collateral that must be provided, collateral requested will be a function of the facts and circumstances of the situation at the time of the demand. In such cases, we believe an amount of several months of future payments (e.g., capacity payments) rather than a calculation of fair value is a reasonable estimate for the contingent collateral obligation, which has been factored into the disclosure below.

The aggregate fair value of all derivative instruments with credit-risk-related contingent features in a liability position that are not fully collateralized (excluding transactions on the exchanges that are fully collateralized) is detailed in the table below:

	As of December 31,	
Credit-Risk-Related Contingent Features	**2025**	**2024**
Gross fair value of derivative contracts containing this feature	$ (1,307)	$ (1,346)
Offsetting fair value of contracts under master netting arrangements	554	602
Net fair value of derivative contracts containing this feature	$ (753)	$ (744)

As of December 31, 2025 and 2024, we posted or held the following amounts of cash collateral and letters of credit on derivative contracts with external counterparties, after giving consideration to offsetting derivative and non-derivative positions under master netting agreements.

	As of December 31,	
	2025	**2024**
Cash collateral posted	$ 1,399	$ 635
Letters of credit posted	718	890
Cash collateral held	47	49
Letters of credit held	115	91
Additional collateral required in the event of a credit downgrade below investment grade (at BB+/Ba1)[a][b][c]	2,670	1,949

(a) Certain of our contracts contain provisions that allow a counterparty to request additional collateral when there has been a subjective determination that our credit quality has deteriorated, generally termed "adequate assurance". Due to the subjective nature of these provisions, we estimate the amount of collateral that we may ultimately be required to post in relation to the maximum exposure with the counterparty.
(b) The downgrade collateral is inclusive of all contracts in a liability position regardless of accounting treatment and excludes any contracts with individual retail counterparties.
(c) A loss of investment grade credit rating would require a three-notch downgrade from current levels of BBB+ and Baa1 at S&P and Moody's, respectively.

We routinely enter into supply forward contracts with certain utilities with one-sided collateral postings only from us. If market prices fall below the benchmark price levels in these contracts, the utilities are not required to post collateral. However, when market prices rise above the benchmark price levels, we are required to post collateral once certain unsecured credit limits are exceeded.

16. Debt and Credit Agreements

Short-Term Borrowings

We meet our short-term liquidity requirements primarily through the issuance of commercial paper. We may use our credit facility for general corporate purposes, including meeting short-term funding requirements and the issuance of letters of credit.

Credit Agreements

In September 2025, we amended our existing RCF to increase the available aggregate commitment from $4.5 billion to $7.0 billion, which included incremental revolving credit commitments of $2.5 billion and extension of the maturity date to September 2030. The incremental commitments became available upon closing of the Calpine acquisition in January 2026. The RCF may be drawn down in the form of loans and/or to support commercial paper and letters of credit issuances.

The RCF fixed facility fee rate is 0.175% and borrowings under the RCF bear interest at a rate based upon either the Daily Simple SOFR rate or a Term SOFR rate, plus an adder based upon our credit ratings. The adders for the Daily Simple SOFR-based borrowings and Term SOFR borrowings are 0.075% and 1.075%, respectively. The letters of credit bear interest at a rate of 1.075%.

If we were to lose our investment grade credit rating, the maximum adders for Daily Simple SOFR rate borrowings and Term SOFR rate borrowings would be 1.00% and 2.00%, respectively. The credit agreements also require us to pay facility fees based upon the aggregate commitments. The fees vary depending upon our credit rating.

Accounts Receivable Facility

In December 2024, we amended the Facility to provide NER access to revolving loans from a number of financial institutions ("Lenders") secured by certain customer accounts receivable. As part of the amendment, the maximum funding limit of the of the Facility was increased from $1.1 billion to $1.5 billion and the maturity date was extended to December 2027. Under previous terms of the Facility, certain customer accounts receivable were sold to the Purchasers. Immediately following the amendment, all receivables previously sold were assigned back to us and receivables will no longer be sold to the Purchasers under the amendment. Subsequent to the amendment, draws and repayments related to the Facility will be reflected as Proceeds from short-term borrowings and Repayments of short-term borrowings, respectively, in the Consolidated Statements of Cash Flows. Draws on the facility bear interest at a commercial paper rate or a Daily One Month Term SOFR or Term SOFR rate, plus an adder of 0.10% per annum. Interest is payable monthly. There were no draws on the Facility as of December 31, 2025. In February 2026, we drew on the Facility in the amount of $600 million which was still outstanding as of the date of this filing.

The amended Facility requires the balance of eligible receivables to be maintained at or above the balance of cash proceeds received from the Lenders. To the extent the eligible receivables decrease below such balance, we are required to repay cash to the Lenders. When eligible receivables exceed cash proceeds, we have the ability to increase the cash proceeds received up to the maximum funding limit.

As of December 31, 2025 and 2024, we had the following aggregate bank commitments, credit facility borrowings and available capacity under our respective credit facilities:

December 31, 2025

Facility Type	Aggregate Bank Commitment	Facility Draws	Outstanding Letters of Credit[a]	Outstanding Commercial Paper[b]	Total Available Capacity
Revolving Credit Facility	$ 4,500	$ —	$ 40	$ —	$ 4,460
Bilaterals[c]	2,350	—	1,276	—	1,074
Accounts Receivable Facility	1,500	—	—	—	1,500
Liquidity Facility	971	—	647	—	312 [d]
Project Finance	137	—	122	—	15
Total	$ 9,458	$ —	$ 2,085	$ —	$ 7,361

December 31, 2024

Revolving Credit Facility	$ 4,500	$ —	$ 51	$ —	$ 4,449
Bilaterals	1,850	—	1,095	—	755
Accounts Receivable Facility	1,500	—	—	—	1,500
Liquidity Facility	971	—	907	—	21 [d]
Project Finance	137	—	120	—	17
Total	$ 8,958	$ —	$ 2,173	$ —	$ 6,742

(a) Excludes an additional outstanding letter of credit which was not issued under these facilities of $15 million as of December 31, 2025 and 2024. See Note 18 — Commitments and Contingencies for additional information.
(b) Our commercial paper program is supported by the revolving credit agreement. In order to maintain our commercial paper program in the amounts indicated above, we must have a credit facility in place, at least equal to the amount of our commercial paper program. As of December 31, 2025 and 2024, the maximum program size of our commercial paper program was $4.5 billion. We do not issue commercial paper in an aggregate amount exceeding the then available capacity under our credit facility. There were no commercial paper borrowings outstanding as of December 31, 2025 and 2024.
(c) Refer to table below for additional information on our bilateral credit agreements.
(d) The maximum amount of the bank commitment is not to exceed $971 million. The aggregate available capacity of the facility is subject to market fluctuations based on the value of U.S Treasury Securities which determines the amount of collateral held in the trust. We may post additional collateral to borrow up to the maximum bank commitment. As of December 31, 2025 and 2024, without posting additional collateral, the actual availability of facility, prior to outstanding letters of credit was $959 million and $928 million, respectively.

Bilateral Credit Agreements

The following table reflects the bilateral credit agreements at December 31, 2025:

Date Initiated[a]	Latest Amendment Date	Maturity Date[b]	Amount
January 2016	April 2023	April 2026	$ 150
October 2019	N/A	N/A	200
November 2019	N/A	N/A	300
November 2019	N/A	N/A	100
November 2019	June 2024	June 2026	100
May 2020[c]	March 2023	N/A	300
August 2022	N/A	N/A	50
March 2023	March 2025	March 2027	100
December 2023	N/A	N/A	200
March 2024[c]	N/A	N/A	200
May 2024	N/A	N/A	150
January 2025[c]	N/A	N/A	200
March 2025	N/A	March 2026	300
			$ 2,350

(a) Bilateral credit agreements solely support the issuance of letters of credit and do not back our commercial paper program.
(b) Credit facilities that do not contain a maturity date are specific to the agreements set within each contract. In some instances, credit facilities are automatically renewed based on the contingency standards set within the specific agreement.
(c) In February 2026, we increased the capacity to issue letters of credit by an additional $100 million each for three existing uncommitted bilateral facilities.

Short-Term Loan Agreements

We had short-term loan agreements outstanding as of December 31, 2025 as reflected in the table below. There were no short-term loan agreements outstanding as of December 31, 2024.

Month Initiated	Interest Rate	Maturity	Weighted Average Interest Rate	Outstanding Amount as of December 31, 2025
May 2025	1-month SOFR + 0.90%	May 2026	5.09 %	$ 900
September 2025	1-month SOFR + 0.90%	September 2026	4.93 %	750

Long-Term Debt

The following table presents the outstanding long-term debt as of December 31, 2025 and 2024:

	Rates	Maturity Date	December 31, 2025	December 31, 2024
Long-term debt				
Senior unsecured notes	5.60% - 6.50%	2028 - 2054	$ 5,688	$ 6,588
Tax-exempt notes	4.10% - 4.45%	2029 - 2053[a]	412	435
Notes payable and other	1.71% - 6.10%	2026 - 2035	53	51
Nonrecourse debt:				
Fixed rates	2.29% - 6.00%	2031 - 2037	653	720
Variable rates	5.82% - 6.76%	2027	597	680
Total long-term debt			7,403	8,474
Unamortized debt discount and premium, net			(1)	(4)
Unamortized debt issuance costs			(60)	(58)
Long-term debt due within one year			(92)	(1,028)
Long-term debt			$ 7,250	$ 7,384

(a) The Tax-exempt notes have a maturity date of June 2029 to April 2053, and a mandatory purchase date that ranges from April 2028 to June 2029.

Long-term debt maturities in the periods 2026 through 2031 and thereafter are as follows:

2026	$ 92
2027	666
2028	828
2029	157
2030	99
2031 and thereafter	5,561
Total	$ 7,403

DOE Loan Guarantee

In November 2025, the DOE Office of Energy Dominance Financing issued a guarantee for up to $1.0 billion for an unsecured loan from the Federal Financing Bank to support the restart of the Crane Clean Energy Center. The loan will mature in November 2055. Interest rates on the loan will be fixed upon each advance at a spread of 0.375% above U.S. Treasuries of comparable maturity. There have been no borrowings on this loan as of the date of this filing.

Calpine Acquisition

Upon completion of the acquisition of Calpine in January 2026, we assumed approximately $12.6 billion of debt inclusive of approximately $7.6 billion of corporate long-term debt, including senior unsecured and secured notes and corporate term loans in addition to approximately $5 billion of various project financing arrangements. Pursuant to the Exchange Offers discussed below, we issued new notes in January 2026 effectively replacing $2.3 billion of Calpine's senior unsecured and secured notes with Constellation senior unsecured notes. Using the proceeds from our January 2026 bond issuance, as discussed below, along with cash on hand and short-term debt, we repaid $2.5 billion of Calpine corporate term loans immediately after the acquisition closing and repaid $1.25 billion of Calpine senior secured first lien notes in February 2026. Following the debt exchange and redemptions discussed, $6.5 billion of Calpine debt remains outstanding.

Debt Exchange Offering

In December 2025, we announced that, in connection with the planned acquisition of Calpine by CEG Parent, we commenced private exchange offers and related consent solicitations with respect to certain outstanding debt of Calpine. Under the Exchange Offers, we solicited consents to holders of certain Calpine debt to amend the notes and the related indentures under which they were issued to eliminate substantially all of the restrictive covenants, restrictive provisions and events of default, other than payment-related and bankruptcy-related events of default. In January 2026, we completed the exchange offering, effectively replacing $2.3 billion of Calpine senior secured and unsecured notes with Constellation senior unsecured notes.

The terms of the debt issuance under the exchange are as follows:

Note	Interest Rate	Maturity	Issued Amount
2029 Senior Notes	4.625%	February 2029	$ 647
2031 Senior Notes	5.000%	February 2031	848
2031 Senior Notes	3.750%	March 2031	795
Total			$ 2,290

Senior Note Issuance

In January 2026, we issued senior unsecured notes totaling $2.75 billion, the proceeds from which were used to pay down Calpine debt assumed. The terms of the debt issuance are as follows:

Note	Interest Rate	Maturity	Issued Amount
2028 Floating Rate Senior Notes	SOFR + 0.600%	January 2028	$ 300
2028 Senior Notes	3.900%	January 2028	900
2031 Senior Notes	4.400%	January 2031	750
2066 Senior Notes	5.875%	January 2066	800
Total			$ 2,750

Debt Covenants

As of December 31, 2025, we are in compliance with all debt covenants.

Nonrecourse Debt

We have also issued nonrecourse debt, for which approximately $1.9 billion and $2 billion of generating assets have been pledged as collateral as of December 31, 2025 and 2024, respectively. Borrowings under these agreements are secured by the assets and equity of each respective project. The lenders do not have recourse against us in the event of a default. If a specific project financing entity does not maintain compliance with its specific nonrecourse debt covenants, there could be a requirement to accelerate repayment of the associated debt or other borrowings earlier than the stated maturity dates. In these instances, if such repayment was not satisfied, the lenders or security holders would generally have rights to foreclose against the project-specific assets and related collateral. The potential requirement to satisfy the associated debt or other borrowings earlier than otherwise anticipated could lead to impairments due to a higher likelihood of disposing of the respective project-specific assets significantly before the end of their useful lives.

Antelope Valley Solar Ranch One. In December 2011, the DOE Loan Programs Office issued a guarantee for up to $646 million for a nonrecourse loan from the Federal Financing Bank to support the financing of the construction of the Antelope Valley facility. The project became fully operational in 2014. The loan will mature in January 2037. Interest rates on the loan were fixed upon each advance at a spread of 37.5 basis points above U.S. Treasuries of comparable maturity. The advances were completed in December 2015 and the outstanding loan balance bears interest at an average blended interest rate of 2.82%. As of December 31, 2025 and 2024, approximately $335 million and $365 million were outstanding, respectively. In addition, we have issued letters of credit to support the equity investment in the project, with $36 million outstanding as of December 31, 2025 and 2024. In December 2017, our interests in Antelope Valley were contributed to and are pledged as collateral for the CR financing structures referenced below.

Continental Wind, LLC. In September 2013, Continental Wind, our indirect subsidiary, completed the issuance and sale of $613 million senior secured notes. Continental Wind owns and operates a portfolio of wind farms in Idaho, Kansas, Michigan, Oregon, New Mexico and Texas with a total net capacity of 667 MWs. The net proceeds were distributed to us for general business purposes. The notes are scheduled to mature in February 2033. The notes bear interest at a fixed rate of 6.00% with interest payable semi-annually. As of December 31, 2025 and 2024, approximately $260 million and $290 million were outstanding, respectively.

In addition, Continental Wind has a $128 million letter of credit facility and $4 million working capital revolver facility. Continental Wind has issued letters of credit to satisfy certain of its credit support and security obligations. As of December 31, 2025 and 2024, the Continental Wind letter of credit facility had $122 million and $119 million in letters of credit outstanding related to the project, respectively.

In 2017, our interests in Continental Wind were contributed to CRP, whose assets were contributed to and are pledged as collateral for the CR financing structure referenced below.

Renewable Power Generation. In March 2016, RPG, our indirect subsidiary, issued $150 million aggregate principal amount of nonrecourse senior secured notes. The net proceeds were distributed to us for paydown of long-term debt obligations at Sacramento PV Energy and Constellation Solar Horizons and for general business purposes. The loan is scheduled to mature in March 2035. The term loan bears interest at a fixed rate of 4.11% payable semi-annually. As of December 31, 2025 and 2024, approximately $55 million and $60 million were outstanding, respectively. In 2017, our interests in RPG were contributed to CRP, whose assets were contributed to and are pledged as collateral for the CR financing structure referenced below.

Constellation Renewables. In December 2020, CR entered into a financing agreement for a $750 million nonrecourse senior secured term loan credit facility, scheduled to mature in December 2027. Beginning in October 2025, the term loan bears interest at a variable rate equal to 3-month SOFR plus 2.00%, subject to a 1% SOFR floor with interest payable quarterly. Redemptions prior to October 2025 were based on 3-month SOFR plus 2.25%. Redemptions from June 2023 through June 2024 were based on 3-month SOFR plus 2.76%, and LIBOR plus 2.50% prior to that date.

In addition to the financing, CR entered interest rate swaps to manage a portion of the interest rate exposure in connection with the financing. The swap had an initial notional amount of $516 million and fixed the 3-month LIBOR at 1.05%. Beginning in June 2023, the swap fixed the 3-month SOFR at 0.8295%. The swap expired in December 2024. In January 2024, CR entered an additional interest rate swap to manage a portion of the interest rate exposure in connection with the financing. The swap had a notional amount of $120M and fixed the 3-month SOFR to 3.98%.

Our interests in CRP and Antelope Valley are contributed to and pledged as collateral for this financing. As of December 31, 2025 and 2024, $600 million and $630 million was outstanding, respectively. See Note 21 — Variable Interest Entities for additional information on CRP and Note 15 — Derivative Financial Instruments for additional information on interest rate swaps.

West Medway II, LLC. In May 2021, West Medway II, LLC (West Medway II) entered into a $150 million nonrecourse senior secured term loan maturing in March 2026. Our interests in West Medway II were pledged as collateral. Net proceeds were used for general corporate purposes. Beginning in May 2025, the loan bore interest at 1-month SOFR plus 3.350%. Redemptions from May 2023 to May 2025 were based on 1-month SOFR plus the variable interest rate of 2.975% - 3.225% and LIBOR plus 2.875% prior to that date. West Medway II also entered into interest rate swaps with a $113 million initial notional amount that fixed LIBOR at 0.61% and, beginning in May 2023, fixed SOFR at 0.5365%. The swaps were terminated in August and October 2025. As of December 31, 2024, approximately $50 million was outstanding and the term loan was fully repaid in October 2025.

17. Fair Value of Financial Assets and Liabilities

We measure and classify fair value measurements in accordance with the hierarchy as defined by GAAP. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three levels as follows:

- Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities that we have the ability to liquidate as of the reporting date
- Level 2 — inputs other than quoted prices included within Level 1 that are directly observable for the asset or liability or indirectly observable through corroboration with observable market data
- Level 3 — unobservable inputs, such as internally developed pricing models or third-party valuations for the asset or liability due to little or no market activity for the asset or liability

Fair Value of Financial Liabilities Recorded at Amortized Cost

The following table presents the carrying amounts and fair values of our long-term debt and the SNF obligation as of December 31, 2025 and 2024. We have no financial liabilities classified as Level 1. The carrying amounts of the short-term liabilities as presented in the Consolidated Balance Sheets are representative of their fair value (Level 2) because of the short-term nature of these instruments.

	December 31, 2025				December 31, 2024			
	Carrying Amount	Fair Value			Carrying Amount	Fair Value		
		Level 2	Level 3	Total		Level 2	Level 3	Total
Long-Term Debt, including amounts due within one year	$ 7,342	$ 6,995	$ 666	$ 7,661	$ 8,412	$ 7,805	$ 716	$ 8,521
SNF Obligation[(a)]	1,426	1,406	—	1,406	1,366	1,278	—	1,278

(a) SNF Obligation is included in Other deferred credits and other liabilities in the Consolidated Balance Sheets.

We use the following methods and assumptions to estimate fair value of our financial liabilities recorded at carrying cost:

Type	Level	Valuation
Long-Term Debt, including amounts due within one year		
Taxable Debt Securities	2	The fair value is determined by a valuation model that is based on a conventional discounted cash flow methodology and utilizes assumptions of current market pricing curves. We obtain credit spreads based on trades of our existing debt securities as well as other issuers in the utility sector with similar credit ratings. The yields are then converted into discount rates of various tenors that are used for discounting the respective cash flows of the same tenor for each bond or note.
Variable Rate Financing Debt	2	Debt rates are reset on a regular basis and the carrying value approximates fair value.
Government-Backed Fixed Rate Project Financing Debt	3	The fair value is similar to the process for taxable debt securities. Due to the lack of market trading data on similar debt, the discount rates are derived based on the original loan interest rate spread to the applicable U.S. Treasury rate as well as a current market curve derived from government-backed securities.
Non-Government-Backed Fixed Rate Nonrecourse Debt	3	Fair value is based on market and quoted prices for its own and other nonrecourse debt with similar risk profiles. Given the low trading volume in the nonrecourse debt market, the price quotes used to determine fair value will reflect certain qualitative factors, such as market conditions, investor demand, new developments that might significantly impact the project cash flows or off-taker credit, and other circumstances related to the project.
SNF Obligation		
SNF Obligation	2	The carrying amount is derived from a contract with the DOE to provide for disposal of SNF from certain of our nuclear generating stations. See Note 18 — Commitments and Contingencies for further details. When determining the fair value of the obligation, the future carrying amount of the SNF obligation is calculated by compounding the current book value of the SNF obligation at the 13-week U.S. Treasury rate. The compounded obligation amount is discounted back to present value using our discount rate, which is calculated using the same methodology as described above for the taxable debt securities, and an estimated maturity date of 2040 for the years ended December 31, 2025 and 2024.

Recurring Fair Value Measurements

The following tables present assets and liabilities measured and recorded at fair value in the Consolidated Balance Sheets on a recurring basis and their level within the fair value hierarchy as of December 31, 2025 and 2024:

	As of December 31, 2025				As of December 31, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets								
Cash equivalents[a]	$ 42	$ —	$ —	$ 42	$ 120	$ —	$ —	$ 120
NDT fund investments								
Cash equivalents[b]	72	165	—	237	187	163	—	350
Equities	6,245	1,426	—	7,671	5,230	1,897	—	7,127
Fixed income	2,201	1,566	395	4,162	2,089	1,462	368	3,919
Private credit	—	—	132	132	—	—	134	134
Assets measured at NAV	—	—	—	7,194	—	—	—	5,791
NDT fund investments subtotal[c]	8,518	3,157	527	19,396	7,506	3,522	502	17,321
Rabbi trust investments	66	45	1	112	58	41	1	100
Investments in equities	87	—	—	87	389	—	—	389
Derivative assets								
Economic hedges	1,114	7,449	3,830	12,393	1,278	5,306	2,641	9,225
Effect of netting and allocation of collateral	(889)	(6,853)	(3,256)	(10,998)	(1,097)	(4,790)	(2,123)	(8,010)
Derivative assets subtotal	225	596	574	1,395	181	516	518	1,215
Total assets measured at fair value	8,938	3,798	1,102	21,032	8,254	4,079	1,021	19,145
Liabilities								
Derivative liabilities								
Economic hedges	(1,148)	(8,021)	(4,062)	(13,231)	(1,222)	(5,462)	(2,778)	(9,462)
Effect of netting and allocation of collateral	1,065	7,657	3,628	12,350	1,180	5,157	2,259	8,596
Derivative liabilities subtotal	(83)	(364)	(434)	(881)	(42)	(305)	(519)	(866)
Deferred compensation obligation	—	(124)	—	(124)	—	(93)	—	(93)
Total liabilities measured at fair value	(83)	(488)	(434)	(1,005)	(42)	(398)	(519)	(959)
Total net assets	$ 8,855	$ 3,310	$ 668	$ 20,027	$ 8,212	$ 3,681	$ 502	$ 18,186

(a) CEG Parent has $70 million and $130 million of Level 1 cash equivalents as of December 31, 2025 and 2024, respectively. We exclude cash of $3,621 million and $2,924 million, and restricted cash of $57 million and $71 million, as of December 31, 2025 and 2024, respectively. CEG Parent has no additional cash exclusions as of December 31, 2025, and an additional $4 million of cash excluded as of December 31, 2024.

(b) Includes net liabilities of $166 million and $148 million as of December 31, 2025 and 2024, respectively, which consist of receivables related to pending securities sales, interest and dividend receivables, repurchase agreement obligations, and payables related to pending securities purchases. The repurchase agreements are generally short-term in nature with durations generally of 30 days or less.

(c) Includes total NDT derivative assets and liabilities that are not material, which have total notional amounts of $810 million and $1,119 million as of December 31, 2025 and 2024, respectively. The notional principal amounts provide one measure of the transaction volume outstanding as of the periods ended and do not represent the amount of our exposure to credit or market loss.

As of December 31, 2025, our NDTs have outstanding commitments to invest in private credit, private equity, and real assets of $505 million, $487 million, and $576 million, respectively. These commitments will be funded by our existing NDT funds.

Equity Security Investments without Readily Determinable Fair Values. We hold investments without readily determinable fair values with carrying amounts of $109 million and $150 million as of December 31, 2025 and 2024, respectively. Changes in fair value, cumulative adjustments, and impairments were not material for the years ended December 31, 2025 and 2024.

Reconciliation of Level 3 Assets and Liabilities

The following tables present the fair value reconciliation of Level 3 assets and liabilities measured at fair value on a recurring basis during the years ended December 31, 2025 and 2024:

	For the Year Ended December 31, 2025			
	NDT Fund Investments	Derivatives	Rabbi Trust Investments	Total
Balance as of January 1, 2025	$ 502	$ (1)	$ 1	$ 502
Total realized / unrealized gains (losses)				
Included in net income (loss)	9	(326) [a]	—	(317)
Included in Payables related to Regulatory Agreement Units	19	—	—	19
Change in collateral	—	236	—	236
Purchases	—	84	—	84
Sales	—	(5)	—	(5)
Settlements	(4)	51	—	47
Transfers into Level 3	1	(47) [b]	—	(46)
Transfers out of Level 3	—	148 [b]	—	148
Balance as of December 31, 2025	$ 527	$ 140	$ 1	$ 668
The amount of total gains (losses) included in income attributed to the change in unrealized gains (losses) related to assets and liabilities as of December 31, 2025	$ 9	$ (56)	$ —	$ (47)

	For the Year Ended December 31, 2024			
	NDT Fund Investments	Derivatives	Rabbi Trust Investments	Total
Balance as of January 1, 2024	$ 429	$ 869	$ 1	$ 1,299
Total realized / unrealized gains (losses)				
Included in net income (loss)	5	(861) [a]	—	(856)
Included in Payables related to Regulatory Agreement Units	16	—	—	16
Change in collateral	—	(325)	—	(325)
Purchases	66	61	—	127
Sales	—	(83)	—	(83)
Settlements	(15)	29	—	14
Transfers into Level 3	1	44 [b]	—	45
Transfers out of Level 3	—	265 [b]	—	265
Balance as of December 31, 2024	$ 502	$ (1)	$ 1	$ 502
The amount of total gains (losses) included in income attributed to the change in unrealized gains (losses) related to assets and liabilities as of December 31, 2024	$ 5	$ (126)	$ —	$ (121)

(a) Includes a reduction of ($219) million and ($706) million for realized gains due to the settlement of derivative contracts for the years ended December 31, 2025 and 2024, respectively.
(b) Transfers into and out of Level 3 generally occur when the contract tenor becomes less and more observable, respectively, primarily due to changes in market liquidity or assumptions for certain commodity contracts.

The following table presents the income statement classification of the total realized and unrealized gains (losses) included in income for Level 3 assets and liabilities measured at fair value on a recurring basis during the years ended December 31, 2025, 2024, and 2023:

	Operating Revenues			Purchased Power and Fuel			Other, net		
	2025	2024	2023	2025	2024	2023	2025	2024	2023
Total gains (losses) included in net income	$ (340)	$ (539)	$ 706	$ 65	$ (293)	$ (503)	$ 9	$ 5	$ 2
Total unrealized gains (losses)	(172)	207	1,673	116	(333)	(479)	9	5	2

Valuation Techniques Used to Determine Fair Value

Cash Equivalents. Investments with original maturities of three months or less when purchased, including mutual and money market funds, are considered cash equivalents. The fair values are based on observable market prices and, therefore, are included in the recurring fair value measurements hierarchy as Level 1.

NDT Fund Investments. The trust fund investments have been established to satisfy our nuclear decommissioning obligations as required by the NRC. The NDT funds hold debt and equity securities directly and indirectly through commingled funds and mutual funds, which are included in equities and fixed income. Our NDT fund investments policies outline investment guidelines for the trusts and limit the trust funds' exposures to investments in highly illiquid markets and other alternative investments, including private credit, private equity, and real assets. Investments with maturities of three months or less when purchased, including certain short-term fixed income securities are considered cash equivalents and included in the recurring fair value measurements hierarchy as Level 1 or Level 2.

Equities. These investments consist of individually held equity securities, equity mutual funds, and equity commingled funds in domestic and foreign markets. With respect to individually held equity securities, the trustees obtain prices from pricing services, whose prices are generally obtained from direct feeds from market exchanges, which we are able to independently corroborate. Equity securities held individually, including real estate investment trusts, rights, and warrants, are primarily traded on exchanges that contain only actively traded securities due to the volume trading requirements imposed by these exchanges. The equity securities that are held directly by the trust funds are valued based on quoted prices in active markets and categorized as Level 1. Certain equity securities have been categorized as Level 2 because they are based on evaluated prices that reflect observable market information, such as actual trade information or similar securities. Certain private placement equity securities are categorized as Level 3 because they are not publicly traded and are priced using significant unobservable inputs.

Equity commingled funds and mutual funds are maintained by investment companies, and fund investments are held in accordance with a stated set of fund objectives. The values of some of these funds are publicly quoted. For mutual funds which are publicly quoted, the funds are valued based on quoted prices in active markets and have been categorized as Level 1. For equity commingled funds and mutual funds which are not publicly quoted, the fund administrators value the funds using the NAV per fund share, derived from the quoted prices in active markets on the underlying securities and are not classified within the fair value hierarchy. These investments can typically be redeemed monthly or more frequently, with 30 or less days of notice and without further restrictions.

Fixed income. For fixed income securities, which consist primarily of corporate debt securities, U.S. government securities, foreign government securities, municipal bonds, asset and mortgage-backed securities, commingled funds, mutual funds, and derivative instruments, the trustees obtain multiple prices from pricing vendors whenever possible, which enables cross-provider validations in addition to checks for unusual daily movements. A primary price source is identified based on asset type, class, or issue for each security. With respect to individually held fixed income securities, the trustees monitor prices supplied by pricing services and may use a supplemental price source or change the primary price source of a given security if the portfolio managers challenge an assigned price and the trustees determine that another price source is preferable. We have obtained an understanding of how these prices are derived, including the nature and observability of the inputs used in deriving such prices. Additionally, we selectively corroborate the fair values of securities by comparison to other market-based price sources. Investments in U.S. Treasury securities have been categorized as Level 1 because they trade in highly-liquid and transparent markets. Certain private placement fixed income securities

have been categorized as Level 3 because they are priced using certain significant unobservable inputs and are typically illiquid. The remaining fixed income securities, including certain other fixed income investments, are based on evaluated prices that reflect observable market information, such as actual trade information of similar securities, adjusted for observable differences and are categorized as Level 2. This includes equity investments sold short during the period, which represent liabilities.

Other fixed income investments primarily consist of fixed income commingled funds and mutual funds, which are maintained by investment companies and hold fund investments in accordance with a stated set of fund objectives. The values of some of these funds are publicly quoted. For mutual funds which are publicly quoted, the funds are valued based on quoted prices in active markets and have been categorized as Level 1. For fixed income commingled funds and mutual funds which are not publicly quoted, the fund administrators value the funds using the NAV per fund share, derived from the quoted prices in active markets of the underlying securities and are not classified within the fair value hierarchy. These investments typically can be redeemed monthly or more frequently, with 30 or less days of notice and without further restrictions.

Derivative instruments. These instruments, consisting primarily of futures and swaps to manage risk, are recorded at fair value. Over-the-counter derivatives are valued daily, based on quoted prices in active markets and trade in open markets, and have been categorized as Level 1. Derivative instruments other than over-the-counter derivatives are valued based on external price data of comparable securities and have been categorized as Level 2.

Private credit. Private credit investments primarily consist of investments in private debt strategies. These investments are generally less liquid assets, typically with an underlying term of 3 to 5 years, and are usually intended to be held to maturity. The fair value of these investments is determined by the fund manager or administrator using a combination of valuation models including cost models, market models, and income models and typically cannot be redeemed until maturity of the term loan. Private credit investments held directly by us are categorized as Level 3 because they are based largely on inputs that are unobservable and utilize complex valuation models. For certain private credit funds, the fair value is determined using a combination of valuation models including cost models, market models, and income models and typically cannot be redeemed until maturity of the term loan. These investments are not classified within the fair value hierarchy because their fair value is determined using NAV or its equivalent as a practical expedient.

Private equity. These investments include those in limited partnerships that invest in operating companies that are not publicly traded on a stock exchange such as leveraged buyouts, growth capital, venture capital, distressed investments, and investments in natural resources. These investments typically cannot be redeemed and are generally liquidated over a period of 8 to 10 years from the initial investment date, which is based on our understanding of the investment funds. Private equity valuations are reported by the fund manager and are based on the valuation of the underlying investments, which include unobservable inputs such as cost, operating results, discounted future cash flows, and market-based comparable data. These valuation inputs are unobservable. The fair value of private equity investments is determined using NAV or its equivalent as a practical expedient, and therefore, these investments are not classified within the fair value hierarchy.

Real assets. These investments are funds with a direct investment in pools of real estate properties or infrastructure assets. These funds are reported by the fund manager and are generally based on independent appraisals of the underlying investments from sources with professional qualifications, typically using a combination of market-based comparable data and discounted cash flows. These valuation inputs are unobservable. Certain real asset investments cannot be redeemed and are generally liquidated over a period of 8 to 25 years from the initial investment date, which is based on our understanding of the investment funds. The remaining liquid real asset investments are generally redeemable from the investment vehicle quarterly, with 30 to 90 days of notice. The fair value of real asset investments is determined using NAV or its equivalent as a practical expedient, and therefore, these investments are not classified within the fair value hierarchy.

We evaluated our NDT portfolios for the existence of significant concentrations of credit risk as of December 31, 2025. Types of concentrations that were evaluated include, but are not limited to, investment concentrations in a single entity, type of industry, foreign country, and individual fund. As of December 31, 2025, there were no significant concentrations (generally defined as greater than 10%) of risk in the NDT assets.

See Note 10 — Asset Retirement Obligations for additional information on the NDT fund investments.

Rabbi Trust Investments. The Rabbi trusts were established to hold assets related to deferred compensation plans existing for certain active and retired members of executive management and directors. The Rabbi trusts' assets are included in investments in the Consolidated Balance Sheets and consist primarily of money market funds, mutual funds, and life insurance policies. Money market funds and mutual funds are publicly quoted and have been categorized as Level 1 given the clear observability of the prices. The life insurance policies are valued using the cash surrender value of the policies, net of loans against those policies, which is provided by a third-party. Certain life insurance policies, which consist primarily of mutual funds that are priced based on observable market data, have been categorized as Level 2 because the life insurance policies can be liquidated at the reporting date for the value of the underlying assets.

Deferred Compensation Obligations. Our deferred compensation plans allow participants to defer certain cash compensation into a notional investment account. We include such plans in other current and noncurrent liabilities in the Consolidated Balance Sheets. The value of our deferred compensation obligations is based on the market value of the participants' notional investment accounts. The underlying notional investments are comprised primarily of equities, mutual funds, commingled funds, and fixed income securities which are based on directly and indirectly observable market prices. Since the deferred compensation obligations themselves are not exchanged in an active market, they are categorized as Level 2 in the fair value hierarchy.

The value of certain employment agreement obligations (which are included with the Deferred compensation obligation in the table above) are based on a known and certain stream of payments to be made over time and are categorized as Level 2 within the fair value hierarchy.

Investments in Equities. We hold certain investments in equity securities with readily determinable fair values in addition to those held within the NDT funds. These equity securities are valued based on quoted prices in active markets and are categorized as Level 1.

Derivatives. Derivative contracts are traded in both exchange-based and non-exchange-based markets. Exchange-based derivatives that are valued using unadjusted quoted prices in active markets are categorized in Level 1 in the fair value hierarchy. Certain derivatives' pricing is verified using indicative price quotations available through brokers, over-the-counter, or exchanges and are categorized in Level 2. These price quotations reflect the average of the bid-ask, mid-point prices and are obtained from sources that we believe provide the most liquid market for the commodity. The price quotations are reviewed and corroborated to ensure the prices are observable and representative of an orderly transaction between market participants. This includes consideration of actual transaction volumes, market delivery points, bid-ask spreads, and contract duration. The remainder of derivative contracts are valued using the Black model, an industry standard option valuation model. The Black model considers inputs such as contract terms, including maturity, and market parameters, including assumptions of the future prices of energy, interest rates, volatility, credit worthiness, and credit spread. For derivatives that trade in liquid markets, such as generic forwards, swaps, and options, model inputs are generally observable. Such instruments are categorized in Level 2. Our derivatives are predominantly at liquid trading points. For derivatives that trade in less liquid markets with limited pricing information, model inputs generally would include both observable and unobservable inputs. These valuations may include an estimated basis adjustment from an illiquid trading point to a liquid trading point for which active price quotations are available. Such instruments are categorized in Level 3.

For valuations that include both observable and unobservable inputs, if the unobservable input is determined to be significant to the overall inputs, the entire valuation is categorized in Level 3. This includes derivatives valued using indicative price quotations whose contract tenure extends into unobservable periods. In instances where observable data is unavailable, consideration is given to the assumptions that market participants would use in valuing the asset or liability. This includes assumptions about market risks such as liquidity, volatility, and contract duration. Such instruments are categorized in Level 3 as the model inputs generally are not observable. We consider credit and non-performance risk in the valuation of derivative contracts categorized in Level 2 and 3, including both historical and current market data, in our assessment of credit and non-performance risk by counterparty. Due to master netting agreements and collateral posting requirements, the impacts of credit and non-performance risk were not material to the consolidated financial statements.

Disclosed below is detail surrounding our significant Level 3 valuations. The calculated fair value includes marketability discounts for margining provisions and other attributes. The Level 3 balance generally consists of forward sales and purchases of power and natural gas and certain transmission congestion contracts. We utilize various inputs and factors including market data and assumptions that market participants would use in pricing

assets or liabilities as well as assumptions about the risks inherent in the inputs to the valuation technique. The inputs and factors include forward commodity prices, commodity price volatility, contractual volumes, delivery location, interest rates, credit quality of counterparties, and credit enhancements.

For commodity derivatives, the primary input to the valuation models is the forward commodity price curve for each instrument. All locations are reviewed and verified by risk management considering published exchange transaction prices, executed bilateral transactions, broker quotes, and other observable or public data sources. The relevant forward commodity curve used to value each of the derivatives depends on a number of factors, including commodity type, delivery location, and delivery period. Price volatility varies by commodity and location. When appropriate, we discount future cash flows using risk-free interest rates with adjustments to reflect the credit quality of each counterparty for assets and our own credit quality for liabilities. The level of observability of a forward commodity price varies generally due to the delivery location and delivery period. Certain delivery locations including PJM West Hub (for power) and Henry Hub (for natural gas) are more liquid and prices are observable for up to three years in the future. The observability period of volatility is generally shorter than the underlying power curve used in option valuations. The forward curve for a less liquid location is estimated by using the forward curve from the liquid location and applying a spread to represent the cost to transport the commodity to the delivery location. This spread does not typically represent a majority of the instrument's market price. As a result, the change in fair value is closely tied to liquid market movements and not a change in the applied spread. The change in fair value associated with a change in the spread is generally immaterial. An average spread calculated across all Level 3 power and gas delivery locations is approximately $52.17 and $3.52 for power and natural gas, respectively as of December 31, 2025. Many of the commodity derivatives are short term in nature and thus a majority of the fair value may be based on observable inputs even though the contract as a whole must be classified as Level 3.

See Note 15 — Derivative Financial Instruments for additional information on derivatives.

The following table presents the significant inputs to the forward curve used to value these positions:

Type of trade	Fair Value as of December 31, 2025	Fair Value as of December 31, 2024	Valuation Technique	Unobservable Input	2025 Range & Arithmetic Average		2024 Range & Arithmetic Average	
Level 3 Derivatives—Economic hedges[a][b]	$ (232)	$ (137)	Discounted Cash Flow	Forward power price	$1.89 - $154	$52	$2.57 - $140	$49
				Forward gas price	$(0.46) - $15	$3.52	$2.09 - $15	$3.68
			Option Model	Volatility percentage	14% - 197%	59%	23% - 141%	57%

(a) The valuation techniques, unobservable inputs, ranges, and arithmetic averages are the same for the asset and liability positions.
(b) The fair values do not include cash collateral posted (received) on Level 3 positions of $372 million and $136 million as of December 31, 2025 and 2024, respectively.

The inputs listed above, which are as of the balance sheet date, would have a direct impact on the fair values of the above instruments if they were adjusted. The significant unobservable inputs used in the fair value measurement of our commodity derivatives are forward commodity prices and for options is price volatility. Increases (decreases) in the forward commodity price in isolation would result in significantly higher (lower) fair values for long positions (contracts that give us the obligation or option to purchase a commodity), with offsetting impacts to short positions (contracts that give us the obligation or right to sell a commodity). Increases (decreases) in volatility would increase (decrease) the value for the holder of the option (writer of the option). Generally, a change in the estimate of forward commodity prices is unrelated to a change in the estimate of volatility of prices. An increase to the heat rate or renewable factors would increase the fair value accordingly. Generally, interrelationships exist between market prices of natural gas and power. As such, an increase in natural gas pricing would potentially have a similar impact on forward power markets.

18. Commitments and Contingencies

Commercial Commitments. Commercial commitments as of December 31, 2025, representing commitments potentially triggered by future events, were as follows:

	Expiration within						
	2026	2027	2028	2029	2030	2031 and beyond	Total
Letters of credit	$ 1,784	$ 190	$ 122	$ —	$ 1	$ 3	$ 2,100
Surety bonds[a]	603	—	214	—	—	—	817
Total commercial commitments	$ 2,387	$ 190	$ 336	$ —	$ 1	$ 3	$ 2,917

(a) Surety bonds — Guarantees issued related to contract and commercial agreements, excluding bid bonds.

Nuclear Insurance

We are subject to liability, property damage and other risks associated with major incidents at any of our nuclear stations. Our financial exposure to these risks is mitigated through insurance and other industry risk-sharing provisions.

The Price-Anderson Act was enacted to ensure the availability of funds for public liability claims arising from an incident at any of the U.S. licensed nuclear facilities and to limit the liability of nuclear reactor owners for such claims from any single incident. As of December 31, 2025, the current liability limit per incident is $16.3 billion and is subject to change to account for the effects of inflation and changes in the number of licensed reactors at least once every five years with the last adjustment effective January 1, 2024. In accordance with the Price-Anderson Act, we maintain financial protection at levels equal to the amount of liability insurance available from private sources through the purchase of private nuclear energy liability insurance for public liability claims that could arise in the event of an incident. Effective January 1, 2024, the required amount of nuclear energy liability insurance purchased is $500 million for each operating site. Claims exceeding that amount are covered through mandatory participation in a financial protection pool, as required by the Price Anderson-Act, which could provide up to approximately an additional $15.8 billion per incident at any U.S. nuclear power reactor in funds available for public liability claims. Participation in this secondary financial protection pool requires the operator of each reactor to fund its proportionate share of costs for any single incident at any U.S. nuclear power reactor that exceeds the primary layer of financial protection. Our share of this secondary layer would be approximately $3.5 billion, based on our ownership interest in the insured nuclear reactors, however, any amounts payable under this secondary layer would be capped at $520 million per incident within one calendar year.

In addition, the U.S. Congress could impose revenue-raising measures on the nuclear industry to pay public liability claims exceeding the $16.3 billion limit for a single incident.

We are required by the NRC to maintain minimal levels of property insurance that demonstrates to the satisfaction of the NRC that we possess an equivalent amount of protection covering the licensee's obligation, in the event of an accident at the licensee's reactor, to stabilize and decontaminate the reactor and the reactor station site at which the reactor experiencing the accident is located. The insurance maintained for each facility is currently provided through insurance policies purchased from NEIL, an industry mutual insurance company of which we are a member. Currently, the NRC requires that we maintain a minimum coverage limit for each reactor site of $1.06 billion, and we currently have coverage of $1.5 billion for each site.

NEIL may declare distributions to its members as a result of favorable operating experience. In recent years, NEIL has made distributions to its members. Our portion of the annual distribution declared by NEIL is estimated to be $114 million for 2025, and was $44 million and $59 million for 2024 and 2023, respectively. The distributions were recorded as a reduction to Operating and maintenance expense in the Consolidated Statements of Operations and Comprehensive Income.

Premiums paid to NEIL by its members are also subject to a potential assessment for adverse loss experience in the form of a retrospective premium obligation. NEIL has never assessed this retrospective premium since its formation in 1973, and we cannot predict the level of future assessments, if any. The current maximum aggregate annual retrospective premium obligation for our interests is approximately $297 million. NEIL requires its

members to maintain an investment grade credit rating or to ensure collectability of their annual retrospective premium obligation by providing a financial guarantee, letter of credit, deposit premium, or some other means of assurance.

NEIL provides "all risk" property damage, decontamination, and premature decommissioning insurance for each station for losses resulting from damage to its nuclear plants, either due to accidents or acts of terrorism. If the decision is made to decommission the facility, a portion of the insurance proceeds will be allocated to a fund, which we are required by the NRC to maintain, to provide for decommissioning the facility. In the event of an insured loss, we are unable to predict the timing of the availability of insurance proceeds to us and the amount of such proceeds that would be available. In the event that one or more acts of terrorism cause accidental property damage within a twelve-month period from the first accidental property damage under one or more policies for all insured plants, the maximum recovery by us will be an aggregate of $3.2 billion plus such additional amounts as the insurer may recover for all such losses from reinsurance, indemnity and any other source, applicable to such losses.

For our insured losses, we are self-insured to the extent that losses are within the policy deductible or exceed the amount of insurance maintained. Uninsured losses and other expenses, to the extent not recoverable from insurers or the nuclear industry, could also be borne by us. Any such losses could have a material adverse effect on our consolidated financial statements.

Spent Nuclear Fuel Obligation

Under the Nuclear Waste Policy Act of 1982 (NWPA), the DOE is responsible for the development of a geologic repository for and the disposal of SNF and high-level radioactive waste. As required by the NWPA, we are a party to contracts with the DOE (Standard Contracts) to provide for disposal of SNF from our nuclear generating stations. In accordance with the NWPA and the Standard Contracts, we had previously paid the DOE one mill ($0.001) per kWh of net nuclear generation for the cost of SNF disposal. The DOE reduced the SNF disposal fee to zero in May 2014. Until a new fee structure is in effect, we will not accrue any further costs related to SNF disposal fees. This fee may be adjusted prospectively to ensure full cost recovery.

We currently assume the DOE will begin accepting SNF in 2040 and use that date for purposes of estimating the nuclear decommissioning AROs. The SNF acceptance date assumption is based on management's estimate of the amount of time required for DOE to select a site location and develop the necessary infrastructure for long-term SNF storage.

The NWPA and the Standard Contracts required the DOE to begin taking possession of SNF generated by nuclear generating units no later than January 31, 1998. The DOE, however, failed to meet that deadline and its performance has been, and is expected to remain, delayed. In August 2004, we and the DOJ, in close consultation with the DOE, reached a settlement under which the government agreed to reimburse us, subject to certain damage limitations based on the extent of the government's breach, for costs associated with storage of SNF at our nuclear stations pending the DOE's fulfillment of its obligations. That settlement agreement does not expire until all SNF has been collected from the sites that it covers. Calvert Cliffs, Ginna, NMP, Fitzpatrick, and STP each have separate settlement agreements in place with the DOE which were extended during 2023 to provide for the reimbursement of SNF storage costs through December 31, 2025, and we are currently seeking a further extension. We and the DOE have the option to extend those settlements every three years upon mutual consent.

Under the settlement agreements, we received total cumulative cash reimbursements of $2,238 million through December 31, 2025 for costs incurred. After considering the amounts due to co-owners of certain nuclear stations and to the current owner of Oyster Creek Nuclear Generating Station, we received net cumulative cash reimbursements of $1,955 million. As of December 31, 2025 and 2024, the amount of SNF storage costs for

which reimbursement has been or will be requested from the DOE under the DOE settlement agreements is as follows:

	December 31, 2025	December 31, 2024
DOE receivable - current[a]	$ 117	$ 124
DOE receivable - noncurrent[b]	28	42
Amounts owed to co-owners[c]	(20)	(40)

(a) Recorded in Accounts receivable, net.
(b) Recorded in Other deferred debits and other assets.
(c) Recorded primarily in Accounts payable and accrued expenses and Accounts receivable, net. Represents amounts owed to the co-owners of Peach Bottom, Quad Cities, and NMP Unit 2 generating facilities.

The Standard Contracts with the DOE also required the payment to the DOE of a one-time fee applicable to nuclear plants that generated SNF prior to April 7, 1983. The below table outlines the SNF liability, which is recorded within Other deferred credits and other liabilities, as of December 31, 2025 and 2024:

	December 31, 2025	December 31, 2024
Former ComEd units[a]	$ 1,271	$ 1,219
Fitzpatrick[b]	155	147
Total SNF Obligation	$ 1,426	$ 1,366

(a) ComEd previously elected to defer payment of the one-time fee of $277 million for its units that began operations before April 7, 1983, with interest to the date of payment, until just prior to the first delivery of SNF to the DOE. The unfunded liabilities for SNF disposal costs, including the one-time fee, were transferred to us as part of Exelon's 2001 corporate restructuring. See Note 10 — Asset Retirement Obligations for additional detail on Zion Station's SNF obligation which is included in the table above.
(b) A prior owner of FitzPatrick elected to defer payment of the one-time fee of $34 million, with interest to the date of payment, for the FitzPatrick unit. As part of the FitzPatrick acquisition on March 31, 2017, we assumed a SNF liability for the DOE one-time fee obligation with interest related to FitzPatrick along with an offsetting asset, included in Other deferred debits and other assets, for the contractual right to reimbursement from NYPA, a prior owner of FitzPatrick, for amounts paid for the FitzPatrick DOE one-time fee obligation.

Interest for our SNF liabilities accrues at the 13-week Treasury Rate. The 13-week Treasury Rate in effect for calculation of the interest accrual at December 31, 2025 and 2024 was 3.906% and 4.553%, respectively for the deferred amount transferred from ComEd, and 3.953% and 4.615%, respectively, for the deferred FitzPatrick amount.

The following table summarizes sites for which we do not have an outstanding SNF Obligation:

Description	Sites
Fees have been paid or began operations after April 7, 1983	Former PECO units, Braidwood, Byron, Calvert Cliffs, Clinton, LaSalle Unit 2, NMP Unit 2, and STP
Outstanding SNF Obligation remains with former owners	NMP Unit 1, Ginna, and Crane

Environmental Remediation Matters

General. Our operations have in the past, and may in the future, require substantial expenditures to comply with environmental laws. Additionally, under Federal and state environmental laws, we are generally liable for the costs of remediating environmental contamination of property now or formerly owned by us and of property contaminated by hazardous substances generated by us. We own or lease several real estate parcels, including parcels on which our operations or the operations of others may have resulted in contamination by substances that are considered hazardous under environmental laws. In addition, we are currently involved in proceedings relating to sites where hazardous substances have been deposited and may be subject to additional proceedings in the future. Unless otherwise disclosed, we cannot reasonably estimate whether we will incur significant liabilities for additional investigation and remediation costs at these or additional sites identified by us,

environmental agencies or others. Additional costs could have a material, unfavorable impact on our consolidated financial statements.

As of December 31, 2025 and 2024, we had accrued undiscounted amounts for environmental liabilities of $9 million and $60 million, respectively, in Accounts payable and accrued expenses and $169 million for both periods in Other deferred credits and other liabilities in the Consolidated Balance Sheets.

Cotter Corporation. The EPA has advised Cotter Corporation (N.S.L.) (Cotter), a former ComEd subsidiary, that it is potentially liable in connection with radiological contamination at two sites in Missouri. In 2000, ComEd sold Cotter to an unaffiliated third-party. As part of the sale, ComEd agreed to indemnify Cotter for any liability arising from these two Missouri superfund sites, West Lake Landfill and Latty Avenue. In connection with Exelon's 2001 corporate restructuring, this responsibility to indemnify Cotter was transferred to us, and ultimately retained by us per the terms of our separation from Exelon. Refer to Note 1 — Basis of Presentation for additional information on the separation.

West Lake Landfill. Including Cotter, there are three PRPs currently participating in the West Lake Landfill remediation proceeding.

West Lake Landfill; Operable Unit 1 (OU1); Landfill Remediation. In September 2018, the EPA issued its Record of Decision Amendment (RODA) for the selection of a final remedy that requires partial excavation of the radiological materials and capping the landfill. The EPA and the PRPs have entered into a Consent Agreement to perform the Remedial Design, which is now expected to be completed in 2026. In March 2019, the PRPs received Special Notice Letters from the EPA to perform the Remedial Action work. The total estimated cost of the design, remedy, and operation and maintenance, considering the current EPA technical requirements, is approximately $560 million, including cost escalation on an undiscounted basis.

West Lake Landfill; Operable Unit 3 (OU3); Groundwater Study. In September 2018, the three identified PRPs, including Cotter, signed an Administrative Settlement Agreement and Order on Consent for the performance by the PRPs of the groundwater Remedial Investigation Feasibility Study (RI/FS). The purpose of this RI/FS is to define the nature and extent of any groundwater contamination from the West Lake Landfill site and evaluate remedial alternatives. We estimate the undiscounted cost for the groundwater RI/FS to be approximately $60 million. At this time we cannot predict the likelihood, or the extent to which remediation activities, if any, may be required and therefore cannot estimate a reasonably possible range of loss for response costs beyond those associated with the RI/FS component.

We determined a loss associated with the EPA's partial excavation and landfill cover remedy and the groundwater RI/FS is probable and have recorded a liability for each, both of which are included in the total amount as discussed above, that reflects management's best estimate of Cotter's allocable share of the cost among the PRPs. Given the joint and several nature of these two liabilities, the amount of our ultimate liability will depend on the actual costs incurred to implement the required remedy at OU1 and the required study at OU3, as well as on the nature and terms of any cost-sharing arrangements with the final group of PRPs. It is reasonably possible that the ultimate cost and Cotter's associated allocable share could differ significantly once these uncertainties are resolved, which could have a material impact on our results of operations and financial condition.

Latty Avenue and Vicinity Properties. In August 2011, Cotter was notified by the DOJ that Cotter is considered a PRP with respect to the government's clean-up costs for contamination attributable to low-level radioactive residues at a former storage and reprocessing facility named Latty Avenue near St. Louis, Missouri.

Latty Avenue was investigated and remediated by the United States Army Corps of Engineers pursuant to funding under the Formerly Utilized Sites Remedial Action Program. The PRPs reached a settlement of this matter and the government filed a motion for entry of a Consent Decree, which was entered by the Court on January 24, 2025. Payment of $50 million plus statutory interest was made on January 30, 2025. The consent decree settles past and future responses costs incurred by the United States Army Corp of Engineers and DOE for their response actions conducted in connection with the release or threatened release of hazardous substances, including radioactive substances at Latty Avenue and certain additional adjacent properties.

Litigation

We are involved in various litigation matters that are being defended and handled in the ordinary course of business. The assessment of whether a loss is probable or reasonably possible, and whether the loss or a range of loss is estimable, often involves a series of complex judgments about future events. We maintain accruals for such losses that are probable of being incurred and subject to reasonable estimation. Management is sometimes unable to estimate an amount or range of reasonably possible loss, particularly where (1) the damages sought are indeterminate, (2) the proceedings are in the early stages, or (3) the matters involve novel or unsettled legal theories. In such cases, there is considerable uncertainty regarding the timing or ultimate resolution of such matters, including a possible eventual loss.

Impacts of the February 2021 Extreme Cold Weather Event and Texas-based Generating Assets Outages. Beginning on February 15, 2021, our Texas-based generating assets within the ERCOT market, specifically Colorado Bend II, Wolf Hollow II, and Handley, experienced outages as a result of extreme cold weather conditions.

Various lawsuits have been filed against us since the February 2021 event and outages. In March 2021, we, along with more than 150 power generators and transmission and distribution companies, were sued by approximately 160 individually named plaintiffs, purportedly on behalf of all Texans who allegedly suffered loss of life or sustained personal injury, property damage, or other losses as a result of the weather events. The plaintiffs alleged that the defendants failed to properly prepare for the cold weather and failed to properly conduct their operations, seeking compensatory as well as punitive damages. Thereafter, numerous other plaintiffs filed multiple lawsuits against more than 300 defendants, including us, involving similar allegations of liability and claims of personal injury and property damage all arising out of the February weather events. These additional lawsuits allege wrongful death, property damage, or other losses. Co-defendants in these lawsuits include ERCOT, transmission and distribution utilities and other generators.

In December 2021, approximately 130 insurance companies which insured Texas homeowners and businesses filed a subrogation lawsuit against multiple defendants alleging that defendants were at fault for the energy failure that resulted from the winter storm, causing significant property damage to the insureds. Subsequently, several hundred other insurance companies filed similar claims. All of these cases were combined in a Multi-District-Litigation (MDL) pending in Texas state court, which established a bellwether process to consider initial motions to dismiss by the different industry groups of defendants. Defendants filed motions to dismiss the amended complaints in five bellwether cases in July 2022. In February 2023, the court granted the motions to dismiss pertaining to us in part and denied them in part, leaving the plaintiffs' negligence and nuisance claims to proceed. Since the motions to dismiss were partially denied, thousands of new claimants, many in multiple mass tort actions, filed lawsuits in various Texas state courts naming us, among hundreds of other defendants. The majority of these cases were transferred to the MDL. The MDL involves over 200 cases brought by approximately 30,000 plaintiffs, including more than 1,300 insurance companies, and we are defendants in the majority of them. We had also been named in an alleged class action that sought to assert claims on behalf of over 4.1 million Texans within ERCOT who lost power during Winter Storm Uri. The court subsequently denied certification of the class, and plaintiffs have not presently pursued on appeal.

In December 2023, the Court of Appeals for the First District of Texas granted the power generator defendants' Petition for a Writ of Mandamus in the five bellwether cases and ordered the MDL court to dismiss the remaining claims against the power generator defendants, including our entities. The motions to dismiss in the five bellwether cases are expected to be applied to all the claims against the power generator defendants in the MDL. In January 2024, plaintiffs filed motions for en banc reconsideration of the order with the full court of appeals in all five bellwether cases. In November 2024, the court denied plaintiffs' motions. In January 2025, plaintiffs petitioned the Supreme Court of Texas for mandamus review, requesting that the court reinstate the MDL court's denial of the generator defendants' motions to dismiss and thereby permit plaintiffs' claims to proceed. In June 2025, the court requested consolidated briefing on the merits in each of the five bellwether cases. The briefing concluded in February 2026, and the parties now await a decision from the court.

In addition to the cases pending in the MDL in Texas state court, in January 2025, the Attorney General of the State of Oklahoma filed a lawsuit in state court against us, along with 10 other defendants, alleging antitrust and consumer protection act violations as well as unjust enrichment in connection with the sale, transport and marketing of natural gas to state agencies, municipalities and the people of the state of Oklahoma during the extreme cold weather event. The Attorney General seeks compensatory and punitive damages. In March 2025,

defendants filed multiple motions to dismiss the lawsuit, which were denied by the court in August 2025. The parties are now engaged in discovery with trial likely to be scheduled in 2027.

We dispute liability and deny that we are responsible for any of plaintiffs' alleged claims and are vigorously contesting them. No loss contingencies have been reflected in the consolidated financial statements with respect to these matters, nor can we currently estimate a range of loss. It is reasonably possible, however, that resolution of these matters could have a material, unfavorable impact on our consolidated financial statements.

Asbestos Personal Injury Claims. We maintain a reserve for claims associated with asbestos-related personal injury actions at certain facilities that are currently owned by us or were previously owned by ComEd, PECO, or BGE. The estimated liabilities are recorded on an undiscounted basis and exclude the estimated legal costs associated with handling these matters, which could be material.

At December 31, 2025 and 2024, we recorded estimated liabilities of approximately $120 million and $125 million, respectively, in total for asbestos-related bodily injury claims. These amounts are primarily included in Other deferred credits and other liabilities in the Consolidated Balance Sheets. Current amounts included in Accounts payable and accrued expenses are not material in either of the periods presented. As of December 31, 2025, approximately $17 million of this amount related to 251 open claims presented to us, while the remaining $103 million is for estimated future asbestos-related bodily injury claims anticipated to arise through 2055, based on actuarial assumptions and analyses, which are updated on an annual basis. On a quarterly basis, we monitor actual experience against the number of forecasted claims to be received and expected claim payments and evaluate whether adjustments to the estimated liabilities are necessary.

19. Shareholders' Equity

Share Repurchase Program (CEG Parent)

Since 2023, our Board of Directors authorized the repurchase of up to $3 billion of the Company's outstanding common stock. Share repurchases may be made through a variety of methods, which may include open market transactions, privately negotiated transactions, or purchases pursuant to a Rule 10b5-1 trading plan, provided that the amounts spent do not exceed what is authorized. Any repurchased shares are constructively retired and cancelled. The program does not obligate us to acquire a minimum number of shares during any period and our repurchase of the Company's common stock may be limited, suspended, or discontinued at any time at our discretion and without prior notice. No other repurchase plans or programs have been authorized. As of December 31, 2025, there was approximately $593 million of remaining authority to repurchase shares of the Company's outstanding common stock.

During 2025, there were no open market repurchases. During 2024, we repurchased from the open market approximately 1.2 million shares of our common stock for a total cost, inclusive of taxes and transaction costs, of $150 million.

In 2024 and 2025, we entered into ASR agreements with financial institutions to initiate share repurchases of our common stock. Under the ASR agreements, we paid a specified amount to the financial institutions and received an initial delivery of shares of common stock, which resulted in an immediate reduction in the number of our shares outstanding. Based on the terms of the ASR agreements, we received an initial share delivery based on 80% of each ASR agreements' cost. Upon settlement of the ASR agreements, the financial institution delivers additional incremental shares. The total number of shares ultimately delivered, and therefore the average price paid per share, is determined at the end of the applicable purchase period of each ASR agreement based on the average of the daily-volume weighted average share price, less a discount.

The following table summarizes each ASR agreement for the years ended December 31, 2025 and December 31, 2024:

(in millions, except average price paid per share)

ASR Agreement Initiation	Total Cost	Initial Shares Received	ASR Agreement Settlement	Additional Shares Received	Total Number of Shares Purchased	Average Price Paid per Share
March 2024	$ 354	1.7	May 2024	0.2	1.9	$ 182.65
May 2024	$ 505	1.8	July 2024	0.6	2.4	$ 211.40
June 2025	$ 404	1.1	August 2025	0.2	1.3	$ 311.84

Capped Call Options. During 2025, we entered into two structured share repurchase agreements. Under these agreements, we made up-front cash payments in exchange for the right to receive a predetermined amount of shares of our common stock or cash at expiration. Neither option was exercised during 2025, therefore we did not receive any shares at expiration. As a result, we received our initial up-front cash payments of $150 million plus a nominal cash premium. The cash received restored the remaining authority available for repurchases.

Changes in Accumulated Other Comprehensive Income (Loss) (All Registrants)

The following tables present changes in AOCI, net of tax, by component:

	Gains (losses) on Cash Flow Hedges	Pension and OPEB Items[a]	Foreign Currency Items	Total
Balance at December 31, 2022	$ (9)	$ (1,725)	$ (26)	$ (1,760)
OCI before reclassifications	(2)	(453)	2	(453)
Amounts reclassified from AOCI	1	21	—	22
Net current-period OCI	(1)	(432)	2	(431)
Balance at December 31, 2023	$ (10)	$ (2,157)	$ (24)	$ (2,191)
OCI before reclassifications	—	(176)	(10)	(186)
Amounts reclassified from AOCI	4	71	—	75
Net current-period OCI	4	(105)	(10)	(111)
Balance at December 31, 2024	$ (6)	$ (2,262)	$ (34)	$ (2,302)
OCI before reclassifications	—	(219)	21	(198)
Amounts reclassified from AOCI	7	68	—	75
Net current-period OCI	7	(151)	21	(123)
Balance at December 31, 2025	$ 1	$ (2,413)	$ (13)	$ (2,425)

(a) AOCI amounts are included in the computation of net periodic pension and OPEB cost. See Note 14 — Retirement Benefits for additional information. See our Consolidated Statements of Operations and Comprehensive Income for individual components of AOCI.

The following table presents income tax (expense) benefit allocated to each component of our other comprehensive income (loss):

	Year Ended December 31,		
	2025	2024	2023
Pension and OPEB plans:			
Actuarial loss reclassified to periodic benefit cost	$ (24)	$ (24)	$ (10)
Pension and OPEB plans valuation adjustment	74	59	151

20. Stock-Based Compensation Plans

Our LTIP grants cash and stock-based awards that primarily include performance share awards and restricted stock units. Our LTIP authorized 20,000,000 shares of common stock for these awards.

The following table presents the stock-based compensation expense included in the Consolidated Statements of Operations and Comprehensive Income:

	For the Years Ended December 31,		
	2025	2024	2023
Total stock-based compensation expense included in Operating and maintenance expense	$ 385	$ 332	$ 178
Income tax benefit	(99)	(85)	(45)
Total after-tax stock-based compensation expense	$ 286	$ 247	$ 133

We receive a tax deduction based on the intrinsic value of the award on the distribution date for performance share awards and restricted stock units. The tax deduction related to performance share awards and restricted stock units was not material for the years ended December 31, 2025, 2024, and 2023. For each award, throughout the requisite service period, we recognize the tax benefit related to compensation costs. For performance share awards and restricted stock units, our realized tax benefit when distributed was not material for the years ended December 31, 2025, 2024, and 2023.

Performance Share Awards

Performance share awards are granted under the LTIP. The performance share awards are typically settled 50% in common stock and 50% in cash at the end of the three-year performance period, subject to certain ownership thresholds that, if met, may result in cash settlement of the entire award.

The common stock portion of the performance share awards is considered an equity award and is valued based on our stock price on the grant date. The cash portion of the performance share awards is considered a liability award which is remeasured each reporting period based on the current stock price. As the value of the common stock and cash portions of the awards are based on the stock price during the performance period, coupled with changes in the total expected payout of the award, the compensation costs are subject to volatility until payment is made.

For nonretirement-eligible employees, performance share awards are recognized over the vesting period of three years using the straight-line method. For performance share awards granted to retirement-eligible employees, the value of the performance shares is recognized ratably over the vesting period, which is the year of grant. We process forfeitures as they occur for employees who do not complete the requisite service period.

The following table summarizes our unvested performance share awards activity:

	Shares	Weighted Average Grant Date Fair Value (per share)
Unvested at December 31, 2024	535,626	$ 99.06
Granted	120,057	321.83
Change in performance	96,623	313.60
Forfeited	(3,812)	195.73
Undistributed vested awards[a]	(469,066)	332.97
Unvested at December 31, 2025	279,428	$ 198.49

(a) Represents performance share awards that vested but were not distributed to retirement-eligible employees during 2025 and 2024.

The following table summarizes the weighted average grant date fair value and the total fair value of performance share awards vested:

	December 31, 2025[a]	December 31, 2024[a]
Weighted average grant date fair value (per share)	$ 321.83	$ 127.03
Total fair value of performance shares vested	156	138

(a) As of December 31, 2025 and 2024, total unrecognized compensation costs related to unvested performance shares of $41 million and $50 million, respectively, are expected to be recognized over the remaining weighted average period of 1.5 years.

Restricted Stock Units

Restricted stock units are granted under the LTIP with the majority being settled in a specific number of shares of common stock after the service condition has been met. The corresponding cost is measured based on the grant date fair value of the restricted stock unit issued.

The value of the restricted stock units is expensed over the requisite service period using the straight-line method. The requisite service period for restricted stock units is generally three to five years. However, certain restricted stock unit awards become fully vested upon the employee reaching retirement eligibility. The value of the restricted stock units granted to retirement-eligible employees is recognized ratably over the vesting period, which is the year of grant. We process forfeitures as they occur for employees who do not complete the requisite service period.

The following table summarizes our unvested restricted stock unit activity:

	Shares	Weighted Average Grant Date Fair Value (per share)
Unvested at December 31, 2024	809,093	$ 96.53
Granted	265,512	312.97
Vested	(437,388)	82.45
Forfeited	(11,067)	197.23
Undistributed vested awards[a]	(76,272)	271.03
Unvested at December 31, 2025	549,878	$ 181.54

(a) Represents restricted stock units that vested but were not distributed to retirement-eligible employees during 2025 and 2024.

The following table summarizes the weighted average grant date fair value and the total fair value of restricted stock units vested:

	December 31, 2025[a]	December 31, 2024[a]
Weighted average grant date fair value (per share)	$ 312.97	$ 134.18
Total fair value of restricted stock units vested	57	42

(a) As of December 31, 2025 and 2024, total unrecognized compensation costs related to unvested restricted stock units of $57 million and $41 million, respectively, are expected to be recognized over the remaining weighted average period of 1.9 years and 1.8 years, respectively.

21. Variable Interest Entities

As of December 31, 2025 and 2024, we consolidated several VIEs or VIE groups for which we are the primary beneficiary (see Consolidated VIEs below) and had significant interests in several other VIEs for which we do not have the power to direct the entities' activities and, accordingly, we were not the primary beneficiary (see Unconsolidated VIEs below). Consolidated and unconsolidated VIEs are aggregated to the extent that the entities have similar risk profiles.

Consolidated VIEs

The table below shows the carrying amounts and classification of the consolidated VIEs' assets and liabilities included in the consolidated financial statements as of December 31, 2025 and 2024. The assets, except as noted in the footnotes to the table below, can only be used to settle obligations of the VIEs. The liabilities, except as noted in the footnotes to the table below, are such that creditors, or beneficiaries, do not have recourse to our general credit.

	December 31, 2025	December 31, 2024
Cash and cash equivalents	$ 52	$ 59
Restricted cash and cash equivalents	48	50
Accounts receivable, net	2,477	2,146
Inventories, net	13	13
Other current assets	29	38
Total current assets	2,619	2,306
Property, plant and equipment, net	1,942	2,025
Other deferred debits and other assets	123	142
Total assets[a]	$ 4,684	$ 4,473
Long-term debt due within one year	$ 66	$ 64
Accounts payable and accrued expenses	34	54
Other current liabilities	3	—
Total current liabilities	103	118
Long-term debt	578	642
Asset retirement obligations	231	206
Other deferred credits and other liabilities	2	2
Total deferred credits and other liabilities	233	208
Total liabilities	$ 914	$ 968

(a) Our balances include unrestricted assets for current UEC assets of $17 million and $22 million, disclosed within other current assets in the table above and noncurrent UEC assets of $116 million and $133 million, disclosed within other noncurrent assets in the table above as of December 31, 2025 and 2024, respectively.

As of December 31, 2025 and 2024, our consolidated VIEs included the following:

Consolidated VIE or VIE groups:	Reason entity is a VIE:	Reason we are the primary beneficiary:
CRP - A collection of wind and solar project entities. We have a 51% equity ownership in CRP. See additional discussion below.	Similar structure to a limited partnership and the limited partners do not have kick-out rights with respect to the general partner.	We conduct the operational activities.
Bluestem Wind Energy Holdings, LLC - A Tax Equity structure which is consolidated by CRP.	Similar structure to a limited partnership and the limited partners do not have kick-out rights with respect to the general partner.	We conduct the operational activities.
Antelope Valley - A solar generating facility, which is 100% owned by us. Antelope Valley sells all of its output to PG&E through a PPA.	The PPA contract absorbs variability through a performance guarantee.	We conduct all activities.
NER - A bankruptcy remote, special purpose entity which is 100% owned by us, which purchases certain of our customer accounts receivable arising from the sale of retail electricity. NER's assets will be available first and foremost to satisfy the claims of the creditors of NER. Refer to Note 7 —Accounts Receivable for additional information on the sale of receivables.	Equity capitalization is insufficient to support its operations.	We conduct all activities.

CRP - CRP is a collection of wind and solar project entities and some of these project entities are VIEs that are consolidated by CRP. While we or CRP own 100% of the solar entities and 100% of the majority of the wind entities, it has been determined that the wholly owned solar and wind entities are VIEs because the entities' customers absorb price variability from the entities through fixed price power and/or REC purchase agreements. Additionally, for the wind entities that have minority interests, it has been determined that these entities are VIEs because the governance rights of some investors are not proportional to their financial rights. We are the primary beneficiary of these solar and wind entities that qualify as VIEs because we control operations and direct all activities of the facilities. There is limited recourse to us related to certain solar and wind entities.

In 2017, our interests in CRP were contributed to and are pledged for the CR nonrecourse debt project financing structure. Refer to Note 16 — Debt and Credit Agreements for additional information.

Unconsolidated VIEs

Our variable interests in unconsolidated VIEs generally include energy purchase and sale contracts. The carrying amount of assets and liabilities in the Consolidated Balance Sheets that relate to our involvement with the VIEs are predominantly related to working capital accounts and generally represent the amounts owed by, or owed to us for the deliveries associated with the current billing cycles under the commercial agreements.

As of December 31, 2025 and 2024, we had unconsolidated variable interests in several VIEs for which we were not the primary beneficiary.

The following table presents summary information about our unconsolidated VIE entities:

Commercial Agreement VIEs	December 31, 2025	December 31, 2024
Total assets[a]	$ 711	$ 617
Total liabilities[a]	95	42
Other ownership interests in VIE[a]	616	575

(a) These items represent amounts on the unconsolidated VIE balance sheets, not in the Consolidated Balance Sheets. These items are included to provide information regarding the relative size of the unconsolidated VIEs. We do not have any exposure to loss as we do not have a carrying amount in the equity investment VIEs as of December 31, 2025 and 2024.

As of December 31, 2025 and 2024, the unconsolidated VIEs consist of:

Unconsolidated VIE groups:	Reason entity is a VIE:	Reason we are not the primary beneficiary:
Energy Purchase and Sale agreements - We have several energy purchase and sale agreements with generating facilities.	PPA contracts that absorb variability through fixed pricing.	We do not conduct the operational activities.

22. Supplemental Financial Information

Supplemental Consolidated Statements of Operations and Comprehensive Income Information

The following tables provide additional information about material items recorded in the Consolidated Statements of Operations and Comprehensive Income.

	For the Years Ended December 31,		
Taxes other than income taxes	2025	2024	2023
Property	$ 289	$ 285	$ 253
Gross receipts[a]	163	134	139
Payroll	161	152	142
Other	9	15	19
Total	$ 622	$ 586	$ 553

(a) Represent gross receipts taxes related to our retail operations. The offsetting collection of gross receipts taxes from customers is recorded in Operating revenues in the Consolidated Statements of Operations and Comprehensive Income.

Other, net	For the Years Ended December 31, 2025	2024	2023
Decommissioning-related activities:			
Net realized income on NDT funds[a]			
Regulatory Agreement Units	$ 672	$ 553	$ 657
Non-Regulatory Agreement Units	322	266	335
Net unrealized gains (losses) on NDT funds			
Regulatory Agreement Units	764	184	397
Non-Regulatory Agreement Units	506	156	259
Regulatory offset to NDT fund-related activities[b]	(1,152)	(592)	(845)
Total Decommissioning-related activities	1,112	567	803
Net unrealized gains (losses) from equity investments[c]	(304)	11	307
Other	128	92	158
Total Other, net	$ 936	$ 670	$ 1,268

(a) Realized income includes interest, dividends and realized gains and losses on sales of NDT fund investments.
(b) Includes the elimination of decommissioning-related activities and the elimination of income taxes related to all NDT fund activity for the Regulatory Agreement Units.
(c) Includes unrealized gains (losses) resulting from an equity investment in a publicly traded company. We record the fair value of this investment in Other deferred debits and other assets in the Consolidated Balance Sheets based on quoted market price of the stock.

Supplemental Cash Flow Information

The following tables provide additional information about material items recorded in the Consolidated Statements of Cash Flows.

Depreciation, amortization and accretion	Income statement location	For the Years Ended December 31, 2025	2024	2023
PP&E	Depreciation and amortization	$ 967	$ 1,101	$ 1,073
Nuclear fuel	Purchased power and fuel	952	884	787
ARO accretion	Operating and maintenance	647	655	596
Amortization of intangible assets, net[a]	Depreciation and amortization	18	22	23
Amortization of UECs	Operating revenues or Purchased power and fuel	17	38	35
Total depreciation, amortization, and accretion		$ 2,601	$ 2,700	$ 2,514

(a) Primarily related to the amortization of customer relationships and trade names. Excludes UEC amortization, which is shown separately in the table.

Cash paid during the year	For the Years Ended December 31, 2025	2024	2023
Interest (net of amount capitalized)	$ 412	$ 375	$ 264

	CEG Parent			Constellation		
	For the Years Ended December 31,			For the Years Ended December 31,		
Other non-cash operating activities	2025	2024	2023	2025	2024	2023
Other decommissioning-related activity[a]	$ (463)	$ (485)	$ (534)	$ (463)	$ (485)	$ (534)
Energy-related options[b]	(103)	32	183	(103)	32	183
Pension and non-pension postretirement benefit costs	152	107	47	152	107	47
Other	191	174	322	110	128	260
Total other non-cash operating activities	$ (223)	$ (172)	$ 18	$ (304)	$ (218)	$ (44)

(a) Includes the elimination of decommissioning-related activities for the Regulatory Agreement Units, including the elimination of operating revenues, ARO accretion, ARC amortization, investment income, and income taxes related to all NDT fund activity for these units.
(b) Includes option premiums reclassified to realized at the settlement of the underlying contracts and recorded to results of operations.

The following table provides a reconciliation of cash, restricted cash, and cash equivalents reported in the Consolidated Balance Sheets that sum to the total of the same amounts in the Consolidated Statements of Cash Flows.

	CEG Parent	Constellation
December 31, 2025		
Cash and cash equivalents	$ 3,641	$ 3,641
Restricted cash and cash equivalents	107	79
Total cash, restricted cash, and cash equivalents	$ 3,748	$ 3,720
December 31, 2024		
Cash and cash equivalents	$ 3,022	$ 3,018
Restricted cash and cash equivalents	107	97
Total cash, restricted cash, and cash equivalents	$ 3,129	$ 3,115
December 31, 2023		
Cash and cash equivalents	$ 368	$ 366
Restricted cash and cash equivalents	86	74
Total cash, restricted cash, and cash equivalents	$ 454	$ 440

For additional information on restricted cash, see Note 1 — Basis of Presentation.

Supplemental Balance Sheet Information

The following tables provide additional information about material items recorded in the Consolidated Balance Sheets.

Inventories, net	December 31, 2025	December 31, 2024
Materials and supplies	$ 1,485	$ 1,357
Natural gas, oil, and emission allowances	251	243
Total	$ 1,736	$ 1,600

	Accounts payable and accrued expenses	
December 31, 2025	**CEG Parent**	**Constellation**
Accounts payable	$ 2,813	$ 2,801
Compensation-related accruals[a]	920	672
Taxes accrued[b]	246	245
Other accrued expenses	315	315
Total	$ 4,294	$ 4,033
December 31, 2024		
Accounts payable	$ 2,369	$ 2,348
Compensation-related accruals[a]	907	689
Taxes accrued[b]	232	223
Other accrued expenses	435	436
Total	$ 3,943	$ 3,696

(a) Primarily includes accrued payroll, bonuses and other incentives, vacation, and benefits.
(b) Net of $375 million and $150 million as of December 31, 2025 and 2024, respectively, related to nuclear PTC that was used to offset the current tax liability. See Note 6 — Government Assistance for additional information on the nuclear PTC.

The following table provides additional information about investments included in Other deferred debits and other assets in the Consolidated Balance Sheets.

Investments	**December 31, 2025**	**December 31, 2024**
Equity method investments	$ 3	$ 2
Other investments:		
Employee benefit trusts and investments[a]	112	100
Equity investments with readily determinable fair values[b]	82	387
Equity investments without readily determinable fair values	109	150
Other available for sale debt security investments	1	1
Total	$ 307	$ 640

(a) Debt and equity security investments are recorded at fair market value.
(b) Does not include the equity investments with readily determinable fair values that are recorded in Other current assets in the Consolidated Balance Sheets. See Note 17 — Fair Value of Financial Assets and Liabilities for additional information on investments in equities.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

During the fourth quarter of 2025, our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures related to the recording, processing, summarizing, and reporting of information in periodic reports that we file or submit with the SEC. These disclosure controls and procedures have been designed to ensure that (a) information relating to our consolidated subsidiaries, is accumulated and made known to our management, including our principal executive officer and principal financial officer, by other employees as appropriate to allow timely decisions regarding required disclosure, and (b) this information is recorded, processed, summarized, and reported, as applicable, within the time periods specified in the SEC's rules and forms. Due to the inherent limitations of control systems, not all misstatements may be detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls could be circumvented by the individual acts of some persons or by collusion of two or more people.

Accordingly, as of December 31, 2025, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective to accomplish their objectives.

Changes in Internal Control Over Financial Reporting

We continually strive to improve our disclosure controls and procedures to enhance the quality of our financial reporting and to maintain dynamic systems that change as conditions warrant. There have been no changes in internal control over financial reporting that occurred during the fourth quarter of 2025 that have materially affected, or are reasonably likely to materially affect, any of our internal control over financial reporting.

Internal Control Over Financial Reporting

Management is required to assess and report on the effectiveness of its internal control over financial reporting as of December 31, 2025. As a result of that assessment, management determined that there were no material weaknesses as of December 31, 2025 and, therefore, concluded that our internal control over financial reporting was effective. Management's Report on Internal Control Over Financial Reporting is included in ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

ITEM 9B. OTHER INFORMATION

Rule 10b5-1 Trading Plans

During the three months ended December 31, 2025, none of our directors or executive officers (as defined in Rule 16a-1 under the Exchange Act) adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement" (as defined in Item 408 under Regulation S-K of the Exchange Act).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

PART III

Constellation Energy Generation, LLC meets the conditions set forth in General Instruction I(1)(a) and (b) of Form 10-K for a reduced disclosure format. Accordingly, all items in this section relating to Constellation are not presented.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE

Information about our Executive Officers as of February 24, 2026

Name	Age	Position	Period
Dominguez, Joseph	63	President and Chief Executive Officer	2022 – Present
		President and Chief Executive Officer, Exelon Generation Company, LLC	2021 – 2022
		Chief Executive Officer, ComEd	2018 – 2021
Smith, Shane	46	Executive Vice President and Chief Financial Officer	2026 – Present
		Senior Vice President, Treasury and Credit and Treasurer	2022 – 2026
		Vice President, Constellation Finance, Exelon	2020 – 2022
Eggers, Daniel	50	Senior Executive Vice President, Finance and Data Economy	2026 – Present
		Executive Vice President and Chief Financial Officer	2022 – 2026
		Executive Vice President and Chief Financial Officer, Exelon Generation Company, LLC	2021 – 2022
		Senior Vice President of Corporate Finance, Exelon	2018 – 2021
Novotny, Andrew	49	Senior Executive Vice President, Constellation Power Operations and President and CEO, Calpine	2026 – Present
		President and CEO, Calpine	2024 – 2026
		President and Chief Operating Officer, Calpine	2023 – 2024
		Chief Operating Officer, Calpine	2021 – 2023
		Executive Vice President, Commercial Operations, Calpine	2018 – 2021
Dardis, David	53	Senior Executive Vice President and Chief External Affairs and Growth Officer	2026 – Present
		Executive Vice President and Chief Legal and Policy Officer	2022 – 2026
		Executive Vice President and General Counsel	2022 – 2024
		Executive Vice President and General Counsel, Exelon Generation Company, LLC	2021 – 2022
		Senior Vice President and General Counsel, Exelon Generation Company, LLC	2020 – 2021
Hanson, Bryan C.	60	Senior Executive Vice President and Chief Generation Officer	2026 – Present
		Executive Vice President and Chief Generation Officer	2022 – 2026
		Executive Vice President and Chief Generation Officer, Exelon Generation Company, LLC	2020 – 2022
McHugh, James	54	Senior Executive Vice President and Chief Commercial Officer	2026 – Present
		Executive Vice President and Chief Commercial Officer	2022 – 2026
		Executive Vice President and Chief Commercial Officer, Exelon Generation Company, LLC	2021 – 2022
		Executive Vice President, Exelon; Chief Executive Officer, competitive retail and commodities business, Exelon	2018 – 2021
Koehler, Michael R.	59	Executive Vice President and Chief Administration Officer	2022 – Present
		Executive Vice President and Chief Administration Officer, Exelon Generation Company, LLC	2021 – 2022
		Senior Vice President and Chief Information and Chief Digital Officer, Exelon	2016 – 2021
Bauer, Matthew	49	Senior Vice President and Controller	2022 – Present
		Vice President and Controller, Exelon Generation Company, LLC	2016 – 2022

Directors, Director Nomination Process and Audit Committee

The information required under ITEM 10 concerning directors and nominees for election as directors at the annual meeting of shareholders (Item 401 of Regulation S-K), the director nomination process (Item 407(c)(3)), the audit committee (Item 407(d)(4) and (d)(5)), and the beneficial reporting compliance (Sec. 16(a)) is incorporated herein by reference to information to be contained in our definitive 2026 proxy statement (2026 Constellation Proxy Statement) to be filed with the SEC on or before April 30, 2026 pursuant to Regulation 14A or 14C, as applicable, under the Securities Exchange Act of 1934.

Code of Conduct and Ethics

In connection with the completion of the separation from Exelon, our Board of Directors adopted a code of conduct and ethics (Code of Ethics), effective February 1, 2022, that applies to all of our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer and persons performing similar functions. The Code of Ethics was updated in July 2024, as approved by the Board of Directors, and in February 2026 and is available upon written request to our corporate secretary or on our website at www.ConstellationEnergy.com. If we amend provisions of our Code of Ethics that apply to, or grant a waiver from a provision of our Code of Ethics for, an executive officer, we will publicly disclose such amendment or waiver on our website and as required by applicable law or listing rules. The information contained on, or accessible from, our website is not part of this annual report by reference or otherwise.

Insider Trading Policy

The Company has adopted an insider trading policy that governs the purchase, sale, and/or other transactions of our securities by our directors, officers and employees. A copy of our insider trading policy is filed as Exhibit 19-1 to this Annual Report on Form 10-K. In addition, with regard to the Company's trading in its own securities, it is the Company's policy to comply with the federal securities laws and the applicable exchange listing requirements.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be set forth under "Executive Compensation Data" and "Report of the Compensation Committee" in the Constellation Proxy Statement for the 2026 Annual Meeting of Shareholders which is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item will be set forth under "Ownership of Constellation Stock" in the Constellation Proxy Statement for the 2026 Annual Meeting of Shareholders which is incorporated herein by reference.

Securities Authorized for Issuance under Constellation Equity Compensation Plans

	[A] Number of securities to be issued upon exercise of outstanding Options, warrants and rights (Note 1)	[B] Weighted-average price of outstanding Options, warrants and rights	[C] Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column [A]) (Note 2)
Equity compensation plans approved by security holders	1,743,951	N/A	33,200,578

(1) Balance includes outstanding performance shares and restricted stock units that were granted under the Constellation LTIP (including shares awarded under those plans and deferred into the stock deferral plan) and deferred stock units granted to directors as part of their compensation. Unvested performance shares are subject to performance metrics and to a credit rating modifier. In addition, pursuant to the terms of the Constellation LTIP plan, 50% of final payouts are made in the form of shares of common stock and 50% is made in form of in cash, or if the participant has exceeded 200% of their stock ownership requirement, 100% of the final payout is made in cash. For performance shares, the total includes the maximum number of shares that could be issued assuming all participants receive 50% of payouts in shares and assuming the performance and credit rating modifier metrics were both at maximum, representing best case performance, for a total of 742,646 shares. If the performance and total shareholder return modifier metrics were at "target", the number of securities to be issued for such awards would be 371,323. The balance also includes 203,456 shares to be issued upon the conversion of deferred stock units awarded to members of the Constellation Board of Directors. Conversion of the deferred stock units to shares of common stock occurs after a director terminates service on the Constellation board.

(2) Includes 16,615,296 shares remaining available for issuance from the employee stock purchase plan and 16,585,282 shares remaining available for issuance to former Constellation employees with outstanding awards made under the Constellation LTIP.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The additional information required by this item will be set forth under "Related Persons Transactions" and "Director Independence" in the Constellation Proxy Statement for the 2026 Annual Meeting of Shareholders which is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item will be set forth under "The Ratification of PricewaterhouseCoopers LLP as Constellation's Independent Registered Public Accounting Firm for 2026" in the Constellation Proxy Statement for the 2026 Annual Meeting of Shareholders which is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as a part of this report:

(1) Constellation Energy Corporation and Subsidiary Companies

(i) Financial Statements (Item 8):

Report of Independent Registered Public Accounting Firm dated February 24, 2026 of PricewaterhouseCoopers LLP (PCAOB ID 238)

Consolidated Statements of Operations and Comprehensive Income for the Years Ended December 31, 2025, 2024, and 2023

Consolidated Statements of Cash Flows for the Years Ended December 31, 2025, 2024, and 2023

Consolidated Balance Sheets at December 31, 2025 and 2024

Consolidated Statements of Changes in Equity for the Years Ended December 31, 2025, 2024, and 2023

Combined Notes to Consolidated Financial Statements

(ii) Financial Statement Schedule:

Schedule II—Valuation and Qualifying Accounts for the Years Ended December 31, 2025, 2024, and 2023

Schedules not included are omitted because of the absence of conditions under which they are required or because the required information is provided in the consolidated financial statements, including the notes thereto

Constellation Energy Corporation and Subsidiary Companies

Constellation Energy Generation, LLC and Subsidiary Companies

Schedule II – Valuation and Qualifying Accounts

Description	Balance at Beginning of Period	Additions and adjustments: Charged to Costs and Expenses	Additions and adjustments: Charged to Other Accounts	Deductions	Balance at End of Period
(In millions)					
For the year ended December 31, 2025					
Allowance for credit losses	$ 196	$ 49	$ 1	$ (79) [a]	$ 167
Deferred tax valuation allowance	3	—	—	—	3
Reserve for obsolete materials	238	—	(1)	(22)	215
For the year ended December 31, 2024					
Allowance for credit losses	$ 61	$ 18	$ 138	$ (21) [a]	$ 196
Deferred tax valuation allowance	10	(7)	—	—	3
Reserve for obsolete materials	246	(4)	(4)	—	238
For the year ended December 31, 2023					
Allowance for credit losses	$ 51	$ 25	$ —	$ (15) [a]	$ 61
Deferred tax valuation allowance	11	—	(1)	—	10
Reserve for obsolete materials	238	8	9	(9)	246

(a) Write-offs, net of recoveries of individual accounts receivable.

(2) Constellation Energy Generation, LLC and Subsidiary Companies

(i) Financial Statements (Item 8):

Report of Independent Registered Public Accounting Firm dated February 24, 2026 of PricewaterhouseCoopers LLP (PCAOB ID 238)

Consolidated Statements of Operations and Comprehensive Income for the Years Ended December 31, 2025, 2024, and 2023

Consolidated Statements of Cash Flows for the Years Ended December 31, 2025, 2024, and 2023

Consolidated Balance Sheets at December 31, 2025 and 2024

Consolidated Statements of Changes in Equity for the Years Ended December 31, 2025, 2024, and 2023

Combined Notes to Consolidated Financial Statements

(ii) Financial Statement Schedule:

Schedule II—Valuation and Qualifying Accounts for the Years Ended December 31, 2025, 2024, and 2023[(a)]

Schedules not included are omitted because of the absence of conditions under which they are required or because the required information is provided in the consolidated financial statements, including the notes thereto

(a) The Constellation Energy Generation, LLC Schedule II - Valuation and Qualifying Accounts for Years ended December 31, 2025, 2024, and 2023 is the same as the Constellation Energy Corporation Schedule II.

Exhibits required by Item 601 of Regulation S-K:

Certain of the following exhibits are incorporated herein by reference under Rule 12b-32 of the Exchange Act.

Exhibit No.	Description
(2) Plans of acquisition, reorganization, arrangement, liquidation, or succession	
2.1	Separation Agreement, dated January 31, 2022, between Exelon and Constellation (File No. 001-41137, Form 8-K dated February 2, 2022, Exhibit 2.1)
2.2	Agreement and Plan of Merger, dated as of January 10, 2025, by and among Calpine Corporation, CPN CS Holdco Corp., CPN CKS Corp., Constellation Energy Corporation, Cascade Transco Inc., Cascade Transco – 1, LLC and Volt Energy Holdings GP, LLC, solely in its capacity as the representative of the stockholders of Calpine Corporation (File No. 001-41137, Form 8-K dated January 13, 2025, Exhibit 2.1)
(3) Articles of Incorporation and Bylaws	
3.1	Amended and Restated Articles of Incorporation of Constellation Energy Corporation, effective January 31, 2022 (File No. 001-41137, Form 8-K dated February 2, 2022, Exhibit 3.1)
3.2	Second Amended and Restated Bylaws of Constellation Energy Corporation, effective July 26, 2022 (File No. 001-41137, Form 8-K dated July 29, 2022, Exhibit 3.1)
3.3	Amended and Restated Certificate of Organization, as amended, of Constellation (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 3.3)
3.4	Amended and Restated Operating Agreement of Constellation (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 3.4)
(4) Instruments Defining the Rights of Securities Holders, Including Indentures	
4.1	Form of 5.60% Senior Note due 2042 issued by Constellation (File No. 333-85496, Form 8-K dated June 18, 2012, Exhibit 4.2)
4.2	Form of 6.000% Senior Notes due 2033 issued by Constellation (File No. 333-85496, Form 8-K dated September 30, 2013, Exhibit No. 4.1)
4.3	Indenture dated as of September 28, 2007 from Constellation to U.S. Bank National Association, as trustee (File No. 333-85496, Form 8-K dated September 28, 2007, Exhibit 4.1)
4.4	Form of 6.25% Constellation Senior Note due 2039 (File No. 333-85496, Form 8-K dated September 23, 2009, Exhibit 4.2)
4.5	Form of 5.75% Constellation Senior Note due 2041 (File No. 333-85496, Form 8-K dated September 30, 2010, Exhibit 4.2)
4.6	Indenture, dated as of September 30, 2013, among Continental Wind, LLC, the guarantors party thereto and Wilmington Trust, National Association, as trustee (File No. 333-85496, Form 8-K dated September 30, 2013, Exhibit 4.1)
4.7	Form of Constellation 3.250% Senior Notes due 2025 (File No. 333-85496, Form 8-K dated May 15, 2020, Exhibit 4.1)
4.8	Indenture, dated as of February 9, 2022, between Constellation and Deutsche Bank Trust Company Americas, as trustee (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.11)
4.9	First Supplemental Indenture, dated as of February 9, 2022, between Constellation and Deutsche Bank Trust Company Americas, as trustee (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.12)
4.10	Form of Constellation 3.046% Senior Notes due 2027 (incorporated by reference to Exhibit 4.9 filed herein)

4.11	Facility Agreement, dated as of February 9, 2022, among Constellation, Fells Point Funding Trust and Deutsche Bank Trust Company Americas, as trustee (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.14)
4.12	Letter of Credit Facility Agreement, dated February 9, 2022, among Constellation, Deutsche Bank Trust Company Americas, as administrative and collateral agent, and the various financial institutions from time to time parties thereto (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.15)
4.13	Amended and Restated Declaration of Trust of Fells Point Funding Trust, dated as of February 9, 2022 (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.16)
4.14	Pledge and Control Agreement, dated as of February 9, 2022, among Fells Point Funding Trust, Constellation, Deutsche Bank Company Americas, as collateral agent and securities intermediary (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 4.17)
4.15	Form of Constellation Energy Generation, LLC 5.600% Senior Notes due 2028 (File No. 333-85496, Form 8-K dated February 24, 2023, Exhibit 4.1)
4.16	Form of Constellation Energy Generation, LLC 5.800% Senior Notes due 2033 (File No. 333-85496, Form 8-K dated February 24, 2023, Exhibit 4.2)
4.17	Form of Constellation Energy Generation, LLC 6.125% Senior Notes due January 15, 2034 (File No. 333-85496, Form 8-K dated September 29, 2023, Exhibit 4.1)
4.18	Form of Constellation Energy Generation, LLC 6.500% Senior Notes due October 1, 2053 (File No. 333-85496, Form 8-K dated September 29, 2023, Exhibit 4.2)
4.19	Form of Constellation Energy Generation, LLC 5.750% Green Senior Note due March 15, 2054 (File No. 001-41137, Form 8-K dated March 15, 2024, Exhibit 4.1)
4.20	Indenture, dated December 27, 2019, between Calpine Corporation and Wilmington Trust, National Association, as trustee (including Form of 5.125% Senior Note due 2028) (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.1)
4.21	Indenture, dated August 10, 2020, between Calpine Corporation and Wilmington Trust, National Association, as trustee (including Form of 4.625% Senior Note due 2029) (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.2)
4.22	Indenture, dated August 10, 2020, between Calpine Corporation and Wilmington Trust, National Association, as trustee (including Form of 5.000% Senior Note due 2031) (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.3)
4.23	Indenture, dated December 20, 2019, among Calpine Corporation, the guarantors party thereto from time to time and Wilmington Trust, National Association, as trustee (including Form of 4.500% Senior Secured Notes due 2028) (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.4)
4.24	First Supplemental Indenture, dated August 20, 2025, among Calpine Corporation, the guarantors party thereto and Wilmington Trust, National Association, as trustee (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.5)
4.25	Indenture, dated December 16, 2020, among Calpine Corporation, the guarantors party thereto from time to time and Wilmington Trust, National Association, as trustee (including Form of 3.750% Senior Secured Notes due 2031) (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.6)
4.26	First Supplemental Indenture, dated August 20, 2025, among Calpine Corporation, the guarantors party thereto and Wilmington Trust, National Association, as trustee (File No. 001-41137, Form 8-K dated January 7, 2026, Exhibit 4.7)
4.27	Form of Constellation Energy Generation, LLC Floating Rate Senior Notes due January 8, 2028 (File No. 333-85496, Form 8-K dated January 8, 2026, Exhibit 4.1)
4.28	Form of Constellation Energy Generation, LLC 3.900% Senior Notes due January 8, 2028 (File No. 333-85496, Form 8-K dated January 8, 2026, Exhibit 4.2)

4.29	Form of Constellation Energy Generation, LLC 4.400% Senior Notes due January 15, 2031 (File No. 333-85496, Form 8-K dated January 8, 2026, Exhibit 4.3)
4.30	Form of Constellation Energy Generation, LLC 5.875% Senior Notes due January 15, 2066 (File No. 333-85496, Form 8-K dated January 8, 2026, Exhibit 4.4)
4.31	First Supplemental Indenture, dated as of January 15, 2026, among Calpine Corporation and Wilmington Trust, National Association, as trustee (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.1)
4.32	First Supplemental Indenture, dated as of January 15, 2026, among Calpine Corporation and Wilmington Trust, National Association, as trustee (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.2)
4.33	Second Supplemental Indenture, dated as of January 15, 2026, among Calpine Corporation, the guarantors party thereto and Wilmington Trust, National Association, as trustee (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.3)
4.34	Form of New 2029 Senior Note (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.4)
4.35	Form of New February 2031 Senior Note (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.5)
4.36	Form of New March 2031 Senior Note (File No. 001-41137, Form 8-K dated January 15, 2026, Exhibit 4.6)
(10) Material Contracts	
10.1	Transition Services Agreement, dated January 31, 2022, between Exelon and Constellation (File No. 001-41137, Form 8-K dated February 2, 2022, Exhibit 10.1)
10.2	Tax Matters Agreement, dated January 31, 2022, between Exelon and Constellation (File No. 001-41137, Form 8-K dated February 2, 2022, Exhibit 10.2)
10.3*	Employee Matters Agreement, dated January 31, 2022, between Exelon and Constellation (File No. 001-41137, Form 8-K dated February 2, 2022, Exhibit 10.3)
10.4	Credit Agreement, dated as of November 28, 2017, as thereafter amended and conformed among Constellation Renewables, LLC, Constellation Renewables Holding, LLC, Morgan Stanley Senior Funding, Inc. as administrative agent, Wilmington Trust, National Association, as depository bank and collateral agent, and the lenders and other agents party thereto. (Certain portions of this exhibit have been omitted by redacting a portion of text, as indicated by asterisks in the text. This exhibit has been filed separately with the U.S. Securities and Exchange Commission pursuant to a request for confidential treatment.) (File No. 001-16169, Form 10-K dated February 9, 2018, Exhibit 10.94)
10.5	Receivables Purchase Agreement, dated as of April 8, 2020, among Constellation NewEnergy, Inc. as servicer, and NewEnergy Receivables LLC, as seller, MUFG Bank, LTD., as Agent, the Conduits party thereto, the Financial Institutions party thereto and the Purchaser Agents party thereto (File No. 001-16169, Form 8-K dated April 9, 2020, Exhibit 10.1)
10.6	Credit Agreement, among Constellation Renewables, LLC, the lenders party thereto, Jefferies Finance LLC, as administrative agent, and Wilmington Trust, National Association, as depositary bank and collateral agent, dated December 15, 2020 (File No. 333-85496, Form 8-K dated December 15, 2020, Exhibit 1.1)
10.7	Amendment No. 2 to Receivables Purchase Agreement, dated as of March 29, 2021, among Constellation NewEnergy, Inc., as servicer, and NewEnergy Receivables LLC, as seller, MUFG Bank, LTD., as agent, the Conduits party thereto, the Financial Institutions party thereto and the Purchaser Agents party thereto (File No. 001-16169, Form 8-K, dated March 31, 2021, Exhibit 10.1)
10.8	Settlement Agreement, dated August 6, 2021, between Constellation and EDF Inc. (File No. 333-85496, Form 10-Q dated November 3, 2021, Exhibit 10.1)
10.9	364-Day Term Loan Credit Agreement, dated August 6, 2021, between Generation and Barclays Bank PLC (File No. 333-85496, Form 10-Q dated November 3, 2021, Exhibit 10.2)

10.10	$3,500,000,000 Credit Agreement dated as of February 1, 2022, among Constellation Energy Generation, JPMorgan Chase Bank, N.A., as Administrative Agent, and various financial institutions, as lenders (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.10)
10.11	Constellation Energy Corporation Non-Employee Deferred Stock Unit Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.11)
10.12	Constellation Energy Corporation Unfunded Deferred Compensation Plan for Directors (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.12)
10.13	Constellation Energy Group Deferred Compensation Plan for Non-Employee Directors (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.13)
10.14*	Constellation Energy Corporation Senior Management Severance Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.14)
10.15*	Constellation Energy Corporation Deferred Compensation Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.15)
10.16*	Constellation Energy Corporation Supplemental Management Retirement Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.16)
10.17	Constellation Energy Corporation PECO Supplemental Pension Benefit Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.17)
10.18*	Constellation Energy Group Nonqualified Deferred Compensation Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.18)
10.19	Constellation Energy Group Benefits Restoration Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.19)
10.20	Constellation Energy Corporation Supplemental Pension Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.20)
10.21*	Constellation Energy Corporation Long-Term Incentive Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.21)
10.22	Constellation Energy Corporation Employee Stock Purchase Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.22)
10.23*	Form of Restricted Stock Unit Retention Award under the Constellation Energy Corporation Long-Term Incentive Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.23)
10.24*	Form of Restricted Stock Unit Award under the Constellation Energy Corporation Long-Term Incentive Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.24)
10.25*	Form of Performance Share Award under the Constellation Energy Corporation Long-Term Incentive Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.25)
10.26*	Form of Separation Agreement under the Constellation Energy Corporation Senior Management Severance Plan (File No. 001-41137, Form 10-K dated February 25, 2022, Exhibit 10.26)
10.27	Amendment No. 3 to Receivables Purchase Agreement, dated as of August 16, 2022, among Constellation NewEnergy, Inc., as servicer, and NewEnergy Receivables LLC, as seller, MUFG Bank, LTD., as agent, the Conduits party thereto, the Financial Institutions party thereto and the Purchaser Agents party thereto (File No. 001-41137, Form 8-K, dated August 18, 2022, Exhibit 10.1)
10.28	Amended and Restated Credit Agreement dated as of June 14, 2024, among Constellation Energy Generation, JPMorgan Chase Bank, N.A., as Administrative Agent, and the various financial institutions signatory thereto (File No. 001-41137, Form 8-K dated June 14, 2024, Exhibit 1.1)
10.29	Receivables Financing Agreement, dated as of December 31, 2024, by and among NewEnergy Receivables, LLC, the various financial institutions party thereto, MUFG Bank, Ltd., as Agent, and Constellation NewEnergy, Inc (File No. 001-41137, Form 10-K, dated February 18, 2025, Exhibit 10.29)

10.30	Loan Guarantee Agreement, dated as of November 17, 2025, by and between Constellation Energy Generation, LLC and the U.S. Department of Energy, in its capacity as guarantor and as loan servicer (File No. 001-41137, Form 8-K dated November 18, 2025, Exhibit 10.1)
10.31	FFB Note Purchase Agreement, dated as of November 17, 2025, by and among Constellation Energy Generation, LLC, the U.S. Department of Energy and the Federal Financing Bank (File No. 001-41137, Form 8-K dated November 18, 2025, Exhibit 10.2)
10.32	Future Advance Promissory Note dated as of November 17, 2025, issued by Constellation Energy Generation, LLC in favor of the Federal Financing Bank (File No. 001-41137, Form 8-K dated November 18, 2025, Exhibit 10.3)
10.33	Registration Rights Agreement, dated January 7, 2026, by and among Constellation Energy Corporation and the parties thereto from time to time (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.1)
10.34	Credit Agreement, dated December 15, 2017, among Calpine Construction Finance Company, L.P., as borrower, the lenders party thereto from time to time, and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.2)
10.35	Amendment No. 3 to Credit Agreement, dated August 2, 2023, among Calpine Construction Finance Company, L.P., as borrower, the lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.3)
10.36	Amendment No. 4 to Credit Agreement, dated June 6, 2024, among Calpine Construction Finance Company, L.P., as borrower, the lenders party thereto, and Citibank, N.A., as administrative agent and collateral agent (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.4)
10.37	2024 Incremental Term Loan Commitment Supplement, dated September 16, 2024, among Calpine Construction Finance Company, L.P., as borrower, the lenders party thereto, and Citibank, N.A., as administrative agent and collateral agent (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.5)
10.38	Amendment No. 5 to Credit Agreement, dated November 18, 2025, among Calpine Construction Finance Company, L.P., as borrower, the lenders party thereto, and Citibank, N.A., as administrative agent and collateral agent (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.6)
10.39	Credit Agreement, dated June 9, 2020, among Geysers Power Company, LLC, the guarantors party thereto, MUFG Bank, Ltd, as administrative agent, MUFG Union Bank, N.A., as first lien collateral agent, and the lenders and issuing banks parties thereto (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.7)
10.40	Omnibus Amendment Agreement, dated November 9, 2021, among Geysers Power Company, LLC, the guarantors party thereto, MUFG Bank, Ltd, as administrative agent, MUFG Union Bank, N.A., as first lien collateral agent, and the lenders and issuing banks parties thereto (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.8)
10.41	Second Omnibus Amendment Agreement, dated May 31, 2022, among Geysers Power Company, LLC, the guarantors party thereto, MUFG Bank, Ltd, as administrative agent, MUFG Union Bank, N.A., as first lien collateral agent, and the lenders and issuing banks parties thereto (File No. 001-41137, Form 8-K, dated January 7, 2026, Exhibit 10.9)
10.42**	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934

(19) Insider trading policies and procedures

19.1	Insider Trading Policy (File No. 001-41137, Form 10-K dated February 27, 2024, Exhibit 19.1)

(21) Subsidiaries

21.1	Constellation Energy Corporation
21.2	Constellation Energy Generation, LLC

(23) Consent of Independent Registered Public Accountants

23.1	Constellation Energy Corporation
23.2	Constellation Energy Generation, LLC

(24) Power of Attorney (Constellation Energy Corporation)

24.1	Yves C. de Balmann
24.2	Bradley Halverson
24.3	Charles Harrington
24.4	Julie Holzrichter
24.5	Ashish Khandpur
24.6	Robert Lawless
24.7	John Richardson
24.8	Nneka Rimmer
24.9	Dhiaa Jamil
24.10	Eileen Paterson
24.11	Alan Armstrong

(97) Policy Relating to Recovery of Erroneously Awarded Compensation

97.1	Compensation Clawback Policy for Executive Officers (File No. 001-41137, Form 10-K dated February 27, 2024, Exhibit 97.1)

Certifications Pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities and Exchange Act of 1934 as to the Annual Report on Form 10-K for the year ended December 31, 2025 filed by the following officers for the following registrants:

Exhibit No.	Description
31.1	Filed by Joseph Dominguez for Constellation Energy Corporation
31.2	Filed by Shane P. Smith for Constellation Energy Corporation
31.3	Filed by Joseph Dominguez for Constellation Energy Generation, LLC
31.4	Filed by Shane P. Smith for Constellation Energy Generation, LLC

Certifications Pursuant to Section 1350 of Chapter 63 of Title 18 United States Code as to the Annual Report on Form 10-K for the year ended December 31, 2025 filed by the following officers for the following registrants:

Exhibit No.	Description
32.1	Filed by Joseph Dominguez for Constellation Energy Corporation
32.2	Filed by Shane P. Smith for Constellation Energy Corporation
32.3	Filed by Joseph Dominguez for Constellation Energy Generation, LLC
32.4	Filed by Shane P. Smith for Constellation Energy Generation, LLC
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Management contract or compensatory plan or arrangement.
** Filed herewith.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 24th day of February, 2026.

CONSTELLATION ENERGY CORPORATION

By: /s/ JOSEPH DOMINGUEZ
Name: Joseph Dominguez
Title: President and Chief Executive Officer

Pursuant to the requirements of the Exchange Act, this report has been signed by the following persons on behalf of the Registrant and in the capacities indicated on the 24th day of February, 2026.

Signature	Title
/s/ JOSEPH DOMINGUEZ Joseph Dominguez	President and Chief Executive Officer (Principal Executive Officer)
/s/ SHANE P. SMITH Shane P. Smith	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ MATTHEW N. BAUER Matthew N. Bauer	Senior Vice President and Controller (Principal Accounting Officer)

This annual report has also been signed below by David Dardis, Attorney-in-Fact, on behalf of the following Directors on the date indicated:

Yves C. de Balmann
Bradley Halverson
Charles Harrington
Julie Holzrichter
Ashish Khandpur
Robert Lawless
John Richardson
Nneka Rimmer
Dhiaa Jamil
Eileen Paterson
Alan Armstrong

By: /s/ DAVID DARDIS
Name: David Dardis

February 24, 2026

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 24th day of February, 2026.

CONSTELLATION ENERGY GENERATION, LLC

By: /s/ JOSEPH DOMINGUEZ
Name: Joseph Dominguez
Title: President and Chief Executive Officer

Pursuant to the requirements of the Exchange Act, this report has been signed by the following persons on behalf of the Registrant and in the capacities indicated on the 24th day of February, 2026.

Signature	Title
/s/ JOSEPH DOMINGUEZ Joseph Dominguez	President and Chief Executive Officer (Principal Executive Officer)
/s/ SHANE P. SMITH Shane P. Smith	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ MATTHEW N. BAUER Matthew N. Bauer	Senior Vice President and Controller (Principal Accounting Officer)

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The following is a summary of the material terms of our common stock, without par value ("common stock"), based on our Amended and Restated Articles of Incorporation (the "Articles") and our Second Amended and Restated Bylaws (our "bylaws" and, together with the Articles, the "Charter Documents") currently in effect under Pennsylvania law. The summary is not complete and is qualified in its entirety by reference to these documents, which have been filed with the U.S. Securities and Exchange Commission (the "SEC") as exhibits to our Current Report on Form 8-K, filed with the SEC on February 2, 2022, and our Current Report on Form 8-K, filed with the SEC on July 29, 2022, respectively, and which you must read (along with the applicable provisions of Pennsylvania law) for complete information on our common stock.

Throughout this exhibit, "we," "us," "our" and the "Company" refer to Constellation Energy Corporation and not to any of its subsidiaries.

Authorized Capital Stock

Under the Articles, our authorized capital stock consists of 1,000,000,000 shares of our common stock and 100,000,000 shares of our preferred stock, without par value ("preferred stock").

Common Stock

As of February 1, 2026, we had 361,990,335 shares of common stock outstanding. The outstanding shares of our common stock are validly issued, fully paid and nonassessable.

Dividends

Holders of our common stock are entitled to receive ratably those dividends, if any, as may be declared from time to time by our board of directors (our "Board"), in its discretion, out of funds legally available therefor, subject to any preferential dividend rights of any outstanding preferred stock.

Voting Rights

Except as otherwise provided in the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL"), and, subject to the rights of holders of any series of our preferred stock, the holders of our common stock have the exclusive voting power, and each holder of our common stock is entitled to one vote for every share of our common stock held by such holder. Except as otherwise provided in the PBCL or the Charter Documents, whenever any corporate action is to be taken by vote of the shareholders of the Company, it shall be authorized by the affirmative vote of a majority of the votes cast by all shareholders entitled to vote thereon at a duly organized meeting of shareholders. The shareholders of the Company may act only at a duly organized meeting.

Liquidation Rights

In the event of a liquidation, dissolution or winding up of the Company, the holders of our common stock are entitled to share ratably in all assets and funds available for distribution after the payment of all of the Company's liabilities and subject to the liquidation preferences of any outstanding preferred stock.

Other Rights and Preferences

Our common stock does not carry preemptive rights, is not redeemable, does not have any conversion rights, is not subject to further calls and is not subject to any sinking fund provisions. The rights and preferences of holders of our common stock are subject to the rights of any series of preferred stock that we may issue.

Preferred Stock

As of February 1, 2026, we had zero shares of preferred stock outstanding. Under the terms of the Articles, our Board has the full authority permitted by law to determine the voting rights, if any, and designations, preferences, limitations and special rights of any class or any series of any class of our preferred stock that may be desired to the extent not determined by the Articles.

Certain Anti-Takeover Provisions

Provisions of the PBCL and the Charter Documents could make it more difficult to acquire control of the Company by means of a tender offer, a proxy contest or otherwise, or to remove incumbent officers and directors. These provisions, summarized below, are expected to discourage certain types of coercive takeover practices and takeover bids that our Board may consider inadequate and to encourage persons seeking to acquire control of the Company to first negotiate with our Board. We believe that the benefits of increased protection of our ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure the Company outweigh the disadvantages of discouraging takeover or acquisition proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Potential Issuances of the Company's Preferred Stock

Although we do not currently have any shares of our preferred stock outstanding, our Board is authorized under the Articles to establish, from our authorized but unissued shares of preferred stock, one or more series of shares of preferred stock and to determine, with respect to any such series of preferred stock, the terms and rights of such series, including, for example, the designation, the preferences, limitations and special rights. Thus, the rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of any series of our preferred stock that our Board may designate and we may issue in the future.

The authorized shares of the Company, including shares of preferred stock and common stock, will be available for issuance without further action by the Company's shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which the Company's securities may be listed or traded.

Provisions for Shareholder Nominations and Shareholder Proposals at Annual Meetings

Our bylaws require shareholders seeking to nominate persons for election as directors at an annual meeting of shareholders, or to bring other business before an annual meeting (other than a proposal submitted under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), to provide timely notice in writing. A shareholder's notice must be in proper written form and must set forth the information required under our bylaws, including information related to the shareholder of record giving the notice, the beneficial owner (if any) on whose behalf the nomination or proposal is made and their control persons and information about the proposal or nominee for election to our Board.

A shareholder who meets criteria specified in our bylaws may also require that the Company include one or more eligible shareholder nominees in the Company's proxy materials through provisions commonly referred to as "proxy access." Subject to the requirements set forth in our bylaws, any shareholder or group of up to twenty shareholders holding both full economic interest and investment and voting rights with respect to at least 3% of the Company's outstanding common stock continuously for at least three years may require that shareholder nominees representing up to 20% of the directors to be elected be included in the Company's proxy materials for the meeting.

Provisions Relating to the Election of the Company's Board of Directors

Under the Charter Documents, shareholders are entitled to only one vote for each share held in all elections for directors, and shareholders do not have the right to cumulate their votes for the election of directors. As required by the PBCL, directors shall be elected by a plurality of votes cast. However, in an election of directors that is not a contested election (as defined in our bylaws), if any nominee who is not an incumbent director receives a plurality of the votes cast but does not receive a majority of the votes cast, the resignation of such nominee previously tendered pursuant to our bylaws will be automatically accepted and if any nominee who is an incumbent director receives a plurality of the votes cast but does not receive a majority of the votes cast, the committee of our Board authorized to nominate candidates for election to our Board will make a recommendation to our Board on whether to accept the director's resignation previously tendered pursuant to our bylaws or whether other action should be taken.

Classified Board

Our Board is divided into three classes, with each class as nearly equal in number as possible. Commencing with the fourth annual meeting of shareholders, which will be held in 2026, all of our directors will stand for election each year for annual terms, and our Board will therefore no longer be divided into three classes. Following the 2026 annual meeting of shareholders, each director will hold office for a one-year term and until such director's successor is duly elected and qualified or until such director's earlier death, resignation or removal.

Before our Board becomes declassified at the 2026 annual meeting of shareholders, it would have taken at least two elections of directors for any individual or group to have gained control of our Board. Accordingly, while the classified board of directors was in effect, these provisions could have discouraged a third party from initiating a proxy contest, making a tender offer or otherwise attempting to gain control of the Company.

Removal of Directors

Under the Articles, except as may be otherwise provided with respect to directors elected by the holders of any series of our preferred stock, our entire Board or any individual director may be removed from office only with cause by vote of at least a majority of the voting power of all shares entitled to vote generally in the election of directors, voting together as a single class. Under the Articles, cause for removal will exist only if the director whose removal is proposed has been either declared of unsound mind by an order of a court of competent jurisdiction, convicted of a felony or of an offense punishable by imprisonment for a term of more than one year by a court of competent jurisdiction or deemed liable by a court of competent jurisdiction for gross negligence or willful misconduct in the performance of such director's duties to the Company.

Size of Board

Under the Articles, subject to any rights of holders of our preferred stock with respect to the election of directors upon the occurrence of a default in the payment of dividends or in the performance of another express requirement of the terms of such preferred stock, the number of directors on our Board may not be less than five nor more than 15. Within such limit, the number of directors constituting the whole board will be fixed solely by resolution adopted by a majority of our entire Board (assuming no vacancies). Our Board currently consists of twelve members.

Director Vacancies

Under the Articles, except as may be otherwise provided with respect to directors elected by the holders of any series of our preferred stock, vacancies in our Board, including vacancies resulting from an increase in the number of directors or from the failure by shareholders to elect the full authorized number of directors, may only be filled by a majority vote of the remaining members of our Board, or by a sole remaining director, and each person so selected shall be a director to serve for the remainder of the full term of the directorship in which the vacancy occurred and until a successor has been elected and qualified or until his or her earlier death, resignation or removal.

Amendment to Articles

Under the PBCL, only our Board, or shareholders who are entitled to cast at least 10% of the votes that all shareholders are entitled to cast on an amendment to the Articles and who comply with statutory procedures, may propose any amendment to the Articles. In addition to any other vote that may be required by law, applicable stock exchange rule or the terms of any series of our preferred stock, any amendment to the Articles will require the affirmative vote of the holders of at least a majority of the voting power of all shares of the Company entitled to vote generally in the election of directors, voting together as a single class, except for amendments on matters specified in the PBCL that do not require shareholder approval.

Amendment to Bylaws

Except as otherwise provided in the express terms of any series of the shares of the Company, any one or more provisions of our bylaws may be altered or repealed by our Board except that our Board may not adopt, alter or repeal bylaws that the PBCL specifies may be adopted only by shareholders and our Board may not amend or repeal any bylaw adopted by the shareholders that provides that it shall not be amended or repealed by our Board. Except as otherwise provided in the express terms of any series of the shares of the Company, the shareholders may adopt new bylaws, or amend or repeal bylaws, with the affirmative vote of at least a majority of the voting power of all shares of the Company entitled to vote generally in the election of directors, voting together as a single class.

Special Meetings of Company Shareholders

The Charter Documents do not contain a provision permitting shareholders to call a special meeting.

Shareholder Action by Written Consent

The Charter Documents do not contain a provision permitting action by written consent of the shareholders.

Pennsylvania Anti-Takeover Statutes

Under Section 1715 of the PBCL, directors stand in a fiduciary relation to their corporation and, as such, are required to perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In discharging their duties, directors may, in considering the best interests of their corporation, consider various constituencies, including, shareholders, employees, suppliers, customers and creditors of the corporation, and upon communities in which offices or other establishments of the corporation are located. Absent a breach of fiduciary duty, a lack of good faith or self-dealing, any act of the board of directors, a committee thereof or an individual director is presumed to be in the best interests of the corporation. The PBCL expressly provides that the fiduciary duty of directors does not require them to (i) redeem or otherwise render inapplicable outstanding rights issued under any shareholder rights plan; (ii) render inapplicable the anti-takeover statutes set forth in Chapter 25 of the PBCL (described below); or (iii) take any action solely because of the effect it may have on a proposed acquisition or the consideration to be received by shareholders in such a transaction.

Chapter 25 of the PBCL contains several anti-takeover statutes applicable to publicly-traded corporations. Corporations may opt out of such anti-takeover statutes under certain circumstances. We have not opted out of any of such statutes.

Section 2538 of Subchapter 25D of the PBCL requires certain transactions with an "interested shareholder" to be approved by the affirmative vote of the holders of shares representing at least a majority of the votes that all disinterested shareholders are entitled to cast with respect to such transaction. "Interested shareholder" is defined broadly to include any shareholder who is a party to the transaction or who is treated differently than other shareholders and affiliates of the corporation.

Subchapter 25E of the PBCL requires a person or group of persons acting in concert that acquires 20% or more of the voting shares of the corporation to offer to purchase the shares of any other shareholder at "fair value." "Fair value" means the value not less than the highest price paid by the controlling person or group during the 90-day period prior to the control transaction, plus a control premium. Among other exceptions, Subchapter 25E does not apply to shares acquired directly from the corporation in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") or to a one-step merger.

Subchapter 25F of the PBCL generally establishes a five-year moratorium on a "business combination" with an "interested shareholder." "Interested shareholder" is defined generally to be any beneficial owner of 20% or more of the corporation's voting stock. "Business combination" is defined broadly to include mergers, consolidations, asset sales and certain self-dealing transactions. Certain restrictions apply to business combination following the five-year period. Among other exceptions, Subchapter 25F will be rendered inapplicable if the board of directors approves the proposed business combination or approves the interested shareholder's acquisition of 20% of the voting shares, in either case prior to the date on which the shareholder first becomes an interested shareholder.

Subchapter 25G of the PBCL provides that "control shares" lose voting rights unless such rights are restored by the affirmative vote of a majority of (i) the disinterested shares (generally, shares held by persons other than the acquirer, executive officers of the corporation and certain employee stock plans) and (ii) the outstanding voting shares of the corporation. "Control shares" are defined as shares which, upon acquisition, will result in a person or group acquiring for the first time voting control over (a) 20%, (b) 33 1/3% or (c) 50% or more of the outstanding shares, together with shares acquired within 180 days of attaining the applicable threshold and shares purchased with the intention of attaining such threshold. A corporation may redeem control shares if the acquiring person does not request restoration of voting rights

as permitted by Subchapter 25G. Among other exceptions, Subchapter 25G does not apply to a merger, consolidation or a share exchange if the corporation is a party to the transaction agreement.

Subchapter 25H of the PBCL provides in certain circumstances for the recovery by the corporation of profits realized from the sale of its stock by a controlling person or group if the sale occurs within 18 months after the controlling person or group became a controlling person or group, and the stock was acquired during such 18-month period or within 24 months before such period. A controlling person or group is a person or group that has acquired, offered to acquire or publicly disclosed an intention to acquire 20% or more of the voting shares of the corporation. Among other exceptions, Subchapter 25H does not apply to transactions approved by both the board of directors and the shareholders prior to the acquisition or distribution, as appropriate.

Subchapter 25I of the PBCL mandates severance compensation for eligible employees who are terminated within 24 months after the approval of a control share acquisition. Eligible employees generally are all employees employed in Pennsylvania for at least two years prior to the control share approval. Severance equals the weekly compensation of the employee multiplied by the employee's years of service (up to 26 years), less payments made due to the termination.

Subchapter 25J of the PBCL requires the continuation of certain labor contracts relating to business operations owned at the time of a control share approval.

Limitations on Liability of Directors and Indemnification of Directors and Officers

The PBCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their shareholders for monetary damages for any action taken as directors, unless the director has breached or failed to perform the duties of his or her office under Subchapter B of Chapter 17 of the PBCL and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. However, this does not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for the payment of taxes pursuant to federal, state or local law. The Articles include such an exculpation provision.

Our bylaws generally provide indemnification and advancement of expenses for our directors and officers to the fullest extent permitted by the PBCL. The PBCL provides that indemnification shall not be made in respect in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

We have in place policies meant to insure our directors and officers and those of our subsidiaries against certain liabilities they may incur in their capacities as directors and officers. Under these policies, the insurer, on our behalf, may also pay amounts for which we have granted indemnification to the directors or officers.

The limitation of liability and indemnification provisions in our bylaws may discourage shareholders from bringing a lawsuit against directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit the Company and our shareholders. However, these provisions will not limit or eliminate the Company's rights, or those of any shareholder, to seek non-monetary relief such as an injunction or rescission in the event of a breach of a director's fiduciary duties. The provisions will not alter the liability of directors under the federal securities laws.

Exclusive Forum

The Articles provide that unless our Board consents in writing to an alternative forum, a state court within the Commonwealth of Pennsylvania (or if no such state court has jurisdiction, a federal district court within the Commonwealth of Pennsylvania), to the fullest extent permitted by law and subject to the court's having personal jurisdiction over all indispensable parties named as defendants, will be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Company (including any derivative suit brought to enforce any liability or duty created by the Exchange Act), (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or employee of the Company to the Company or its shareholders, (iii) any action asserting a claim against the Company or any of its directors, officers or employees arising pursuant to any provision of the PBCL or as to which the PBCL confers jurisdiction on the Pennsylvania Courts of Common Pleas or the Charter Documents or (iv) any action asserting a claim against the Company or any of its directors, officers or employees governed by the internal affairs doctrine.

The Articles also provide that unless a majority of our Board consents in writing to an alternative forum, the federal district courts of the United States of America, to the fullest extent permitted by law, will be the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the Securities Act. Insofar as a derivative action or proceeding seeks to enforce a liability or duty under the Exchange Act, our exclusive forum provision may be ineffective as the Exchange Act creates exclusive federal jurisdiction over suits brought to enforce any duty or liability created by the Exchange Act. Thus, although the Articles include these exclusive forum provisions, it is possible that a court could rule that these provisions are inapplicable or unenforceable. Investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

Listing and Trading

Our common stock is listed on the Nasdaq Stock Market LLC under the trading symbol "CEG."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is EQ Shareowner Services.

Constellation Energy Corporation (50% and Greater)
01/31/2026

Subsidiary	Jurisdiction
4300 Winfield Road, LLC	Delaware
A/C Fuels Company	Pennsylvania
Anacapa Land Company, LLC	Delaware
Anderson Springs Energy Company, LLC	California
Arise Energy, LLC	Pennsylvania
Auburndale Peaker Energy Center, LLC	Delaware
AV Solar Ranch 1, LLC	Delaware
Aviation Funding Corp.	Delaware
AVSR Holding, LLC	Delaware
AVSR, LLC	Delaware
Battery Holdco, LLC	Delaware
Baytown CCUS Holdings, LLC	Delaware
Baytown CCUS, LLC	Delaware
Baytown Energy Center, LLC	Delaware
Beebe 1B Renewable Energy, LLC	Delaware
Beebe Renewable Energy, LLC	Delaware
Bennett Creek Windfarm, LLC	Idaho
Bethlehem Renewable Energy, LLC	Delaware
Bethpage Energy Center 3, LLC	Delaware
Bluestem Wind Energy Member Holdings, LLC	Delaware
Bluestem Wind Energy Member, LLC	Delaware
Bosque Parcel 2, LLC	Delaware
Brooks Creek Land Company, LLC	Delaware
Brooks Creek Land Holding Company, LLC	Delaware
Butter Creek Energy Center, LLC	Delaware
Byron Highway Energy Center, LLC	Delaware
Byron SMR 3, LLC	Delaware
CalBatt Energy Storage, LLC	Delaware
CalGen Expansion Company, LLC	Delaware
CalGen Project Equipment Finance Company Three, LLC	Delaware
Calistoga Holdings, LLC	Delaware
Calpine Acquisition Company II LLC	Delaware
Calpine Acquisition Company III, LLC	Delaware
Calpine Acquisition Company, LLC	Delaware
Calpine Administrative Service Company, Inc.	California
Calpine Agnews, Inc.	Delaware
Calpine Auburndale Holdings, LLC	Delaware
Calpine Bethlehem, LLC	Delaware
Calpine Bosque Pipeline, LLC	Delaware
Calpine c*Power, Inc.	Delaware
Calpine CalGen Holdings, LLC	Delaware
Calpine California CCUS Holdings, LLC	Nova Scotia
Calpine Canada Energy Ltd.	Delaware
Calpine CCFC GP, LLC	Delaware
Calpine CCFC LP, LLC	

Calpine CCUS DevCo Holdco, LLC	Delaware
Calpine CCUS DevCo Intermediate Holdco, LLC	Delaware
Calpine CCUS Holdings, LLC	Delaware
Calpine CCUS Intermediate HoldCo LLC	Delaware
Calpine Central Texas GP, Inc.	Delaware
Calpine Central, Inc.	Delaware
Calpine Central-Texas, Inc.	Delaware
Calpine Cogeneration Corporation	Delaware
Calpine Community Energy, LLC	Delaware
Calpine Construction Finance Company L.P.	Delaware
Calpine Construction Management Company, Inc.	Delaware
Calpine Cumberland Solar, LLC	Delaware
Calpine DevCo Holdings, LLC	Delaware
Calpine Development Company, LLC	Delaware
Calpine Development Holdings LLC	Delaware
Calpine Eastern Corporation	Delaware
Calpine Edinburg, Inc.	Delaware
Calpine Energy Financial Holdings, LLC	Delaware
Calpine Energy Services Canada, LLC	Delaware
Calpine Energy Services GP, LLC	Delaware
Calpine Energy Services Holdco II, LLC	Delaware
Calpine Energy Services Holdco LLC	Delaware
Calpine Energy Services LP, LLC	Delaware
Calpine Energy Services, L.P.	Delaware
Calpine Energy Solutions, LLC	California
Calpine Fore River Energy Center, LLC	Delaware
Calpine Fore River Operating Company, LLC	Delaware
Calpine Foundation	Delaware
Calpine Fuels Corporation	California
Calpine GEC Holdings, LLC	Delaware
Calpine Generating Company, LLC	Delaware
Calpine Gilroy 1, LLC	Delaware
Calpine Gilroy Cogen, L.P.	Delaware
Calpine Global Services Company, Inc.	Delaware
Calpine Granite Holdings, LLC	Delaware
Calpine Greenfield (Holdings) Corporation	Delaware
Calpine Greenleaf Holdings, Inc.	Delaware
Calpine Greenleaf, Inc.	Delaware
Calpine Guadalupe GP, LLC	Delaware
Calpine Guadalupe LP, LLC	Delaware
Calpine Hidalgo Energy Center L.P.	Delaware
Calpine Hidalgo Holdings, Inc.	Delaware
Calpine Hidalgo, Inc.	Delaware
Calpine Holdings Development LLC	Delaware
Calpine Holdings, LLC	Delaware
Calpine International Holdings, LLC	Delaware
Calpine Kennedy Operators, Inc.	New York
Calpine Kent County Solar, LLC	Delaware
Calpine KIA, Inc.	New York

Calpine King City Cogen, LLC	Delaware
Calpine King City, Inc.	Delaware
Calpine Leasing Inc.	Delaware
Calpine LLC	Delaware
Calpine Long Island, Inc.	Delaware
Calpine Louisiana Developmen LLC	Delaware
Calpine Magic Valley Pipeline, LLC	Delaware
Calpine Mexican Holdings, LLC	Delaware
Calpine Mid Merit, LLC	Delaware
Calpine Mid-Atlantic Development, LLC	Delaware
Calpine Mid-Atlantic Energy, LLC	Delaware
Calpine Mid-Atlantic Generation, LLC	Delaware
Calpine Mid-Atlantic Marketing, LLC	Delaware
Calpine Mid-Atlantic Operating, LLC	Delaware
Calpine Mid-Merit II, LLC	Delaware
Calpine Monterey Cogeneration, Inc.	California
Calpine MVP, LLC	Delaware
Calpine New Jersey Generation, LLC	Delaware
Calpine Northbrook Holdings Corporation	Delaware
Calpine Northbrook Investors, LLC	Delaware
Calpine Northbrook Project Holdings, LLC	Delaware
Calpine Northeast Development, LLC	Delaware
Calpine Operating Services Company, Inc.	Delaware
Calpine Operations Management Company, Inc.	Delaware
Calpine Pasadena Cogeneration, Inc.	Delaware
Calpine Philadelphia, Inc.	Delaware
Calpine Pittsburg, LLC	Delaware
Calpine Power Company, LLC	California
Calpine Power Management, LLC	Delaware
Calpine Power, Inc.	Virginia
Calpine PowerAmerica - ME, LLC	Delaware
Calpine PowerAmerica, LLC	Delaware
Calpine PowerAmerica-CA, LLC	Delaware
Calpine PowerAmerica-MA, LLC	Delaware
Calpine Project Holdings, Inc.	Delaware
Calpine Real Estate Development Company, LLC	Delaware
Calpine Receivables, LLC	Delaware
Calpine Retail Holdings, LLC	Delaware
Calpine Riverside Holdings, LLC	Delaware
Calpine Russell City, LLC	Delaware
Calpine Russell, LLC	Delaware
Calpine Siskiyou Geothermal Partners, L.P.	California
Calpine Solar Development Holdings, LLC	Delaware
Calpine Solar, LLC	Delaware
Calpine Steamboat Holdings, LLC	Delaware
Calpine Stony Brook Operators, Inc.	New York
Calpine Stony Brook, Inc.	New York
Calpine Sutter Holdings, LLC	Delaware
Calpine TCCL Holdings, Inc.	Delaware

Calpine Texas CCUS Holdings, LLC	Delaware
Calpine Texas Cogeneration, Inc.	Delaware
Calpine Texas Pipeline GP, LLC	Delaware
Calpine Texas Pipeline LP, LLC	Delaware
Calpine Texas Pipeline, L.P.	Delaware
Calpine ULC I Holding, LLC	Delaware
Calpine University Power, Inc.	Delaware
Calpine Vineland Solar, LLC	Delaware
Calpine Wind Holdings, LLC	Delaware
Calpine York Holdings, LLC	Delaware
Calvert Cliffs Nuclear Power Plant, LLC	Maryland
Cassia Gulch Wind Park LLC	Idaho
Cassia Wind Farm LLC	Idaho
Cavallo Energy Texas LLC	Texas
CCFC Finance Corp.	Delaware
CCFC Preferred Holdings, LLC	Delaware
CCFC Sutter Energy, LLC	Delaware
CD Panther I, Inc.	Maryland
CD Panther II, LLC	Delaware
CD Panther Partners, L.P.	Delaware
CD SEGS V, Inc.	Maryland
CD SEGS VI, Inc.	Maryland
CDHI Holdco, LLC	Delaware
CDHI Intermediate Holdco, LLC	Delaware
CDHI Russell City Holdings, LLC	Delaware
CE Culm, Inc.	Maryland
CE FundingCo, LLC	Delaware
CEG CPN, LLC	Delaware
CEG Equipment Co, LLC	Delaware
CEG Finance, LLC	Delaware
CER Generation, LLC	Delaware
CES Marketing IX, LLC	Delaware
CES Marketing X, LLC	Delaware
CEU Arkoma West, LLC	Delaware
CEU CoLa, LLC	Delaware
CEU East Fort Peck, LLC	Delaware
CEU Fayetteville, LLC	Delaware
CEU Floyd Shale, LLC	Delaware
CEU Holdings, LLC	Delaware
CEU Huntsville, LLC	Delaware
CEU Kingston, LLC	Delaware
CEU Niobrara, LLC	Delaware
CEU Ohio Shale, LLC	Delaware
CEU Paradigm, LLC	Delaware
CEU Pinedale, LLC	Delaware
CEU Plymouth, LLC	Delaware
CEU Simplicity, LLC	Delaware
CEU W&D, LLC	Delaware
Champion Energy Marketing LLC	Delaware

Champion Energy Services, LLC	Texas
Champion Energy, LLC	Texas
Channel Energy Center, LLC	Delaware
Chesapeake HVAC, Inc.	Delaware
Churchill Land Company, LLC	Delaware
Churchill Land Holding Company, LLC	Delaware
CII Solarpower I, Inc.	Maryland
Clear Lake Cogeneration, LLC	Delaware
Clinton Battery Utility, LLC	Delaware
Clinton SMR 2, LLC	Delaware
CM Greenfield Power Corp.	Canada
CNE Gas Holdings, LLC	Kentucky
Coda Holdings, LLC	Delaware
Coda Intermediate Holdings, LLC	Delaware
CoLa Resources LLC	Delaware
Colorado Bend II Power, LLC	Delaware
Colorado Bend Services, LLC	Delaware
Constellation Building Services, Inc.	Delaware
Constellation Connect, LLC	Delaware
Constellation Derivatives Limited	United Kingdom
Constellation EG, LLC	Delaware
Constellation Energy Canada, Inc.	Ontario
Constellation Energy Commodities Group Maine, LLC	Delaware
Constellation Energy Gas Choice, LLC	Delaware
Constellation Energy Generation, LLC	Pennsylvania
Constellation Energy Nuclear Group, LLC	Maryland
Constellation Energy Power Choice, LLC	Delaware
Constellation Energy Resources, LLC	Delaware
Constellation Energy Solutions, LLC	Delaware
Constellation Energy Upstream Holdings, LLC	Delaware
Constellation FitzPatrick, LLC	Delaware
Constellation Framingham, LLC	Delaware
Constellation Fulton, LLC	Delaware
Constellation Generation Acquisitions, LLC	Illinois
Constellation Generation Consolidation, LLC	Delaware
Constellation Generation Development, LLC	United Kingdom
Constellation Generation Limited	New York
Constellation Generation NY, LLC	Delaware
Constellation Genesis, LLC	Delaware
Constellation Handley Power, LLC	Maryland
Constellation Holdings, LLC	Delaware
Constellation Home Products & Services, LLC	Delaware
Constellation Hydrogen and BTM Parent, LLC	Delaware
Constellation IL SMR Development, LLC	Delaware
Constellation LaSalle Hydrogen and BTM, LLC	Delaware
Constellation LNG, LLC	Delaware
Constellation Low Carbon Infrastructure, LLC	Delaware
Constellation Mystic Power, LLC	Delaware
Constellation Navigator, LLC	Delaware

Constellation New Boston, LLC	Delaware
Constellation New England Holdings, LLC	Delaware
Constellation NewEnergy - Gas Division, LLC	Kentucky
Constellation NewEnergy, Inc.	Delaware
Constellation Nuclear Power Plants, LLC	Delaware
Constellation Nuclear Security, LLC	Delaware
Constellation Nuclear, LLC	Delaware
Constellation Power Source Generation, LLC	Maryland
Constellation Power, Inc.	Maryland
Constellation PowerLabs, LLC	Pennsylvania
Constellation Renewables Holding, LLC	Delaware
Constellation Renewables Holdings II, LLC	Delaware
Constellation Renewables Partners Holdings, LLC	Delaware
Constellation Renewables Partners, LLC	Delaware
Constellation Renewables, LLC	Delaware
Constellation SMR Development, LLC	Delaware
Constellation Solar Horizons, LLC	Delaware
Constellation Solar New Jersey III, LLC	Delaware
Constellation South Texas LLC	Texas
Constellation Technology Ventures, LLC	Delaware
Constellation Texas II Power Holdings, LLC	Delaware
Constellation Texas II Power, LLC	Delaware
Constellation Texas Land Company, LLC	Delaware
Constellation Texas Power Services, LLC	Delaware
Constellation Texas Retail Energy, LLC	Delaware
Constellation Ventures Holdings, LLC	Delaware
Constellation Ventures International Holdings II Limited	United Kingdom
Constellation Ventures International Holdings Limited	United Kingdom
Constellation VHSub, LLC	Delaware
Constellation VTI, LLC	Delaware
Constellation West Medway, LLC	Delaware
Constellation Wind 1, LLC	Texas
Constellation Wind 2, LLC	Texas
Constellation Wind 3, LLC	Texas
Constellation Wind, LLC	Delaware
Constellation Wyman, LLC	Delaware
Continental Wind Holding, LLC	Delaware
Continental Wind, LLC	Delaware
Corpus Christi Cogeneration, LLC	Delaware
COSI Central Wayne, Inc.	Maryland
COSI Sunnyside, Inc.	Maryland
Cow Branch Wind Power, L.L.C.	Missouri
CP Sunnyside I, Inc.	Maryland
CP Windfarm, LLC	Minnesota
CPN 3rd Turbine, Inc.	Delaware
CPN Acadia, Inc.	Delaware
CPN Battery DevCo, LLC	Delaware
CPN Bethpage 3rd Turbine, Inc	Delaware
CPN Cascade, Inc.	Delaware

CPN CKS II, LLC	Delaware
CPN Clear Lake, Inc.	Delaware
CPN Gregory Power Holdings, LLC	Delaware
CPN Gregory Power Partner, LLC	Delaware
CPN Insurance Corporation	Hawaii
CPN Pathfinder Holdings, LLC	Delaware
CPN Pathfinder, LLC	Delaware
CPN Pipeline Company	Delaware
CPN Pryor Funding Corporation	Delaware
CPN Telephone Flat, Inc.	Delaware
CPN York II Holdings, LLC	Missouri
CR Clearing, LLC	Delaware
Creed Energy Center, LLC	Delaware
Criterion Power Partners, LLC	Delaware
DE Asset Operations, LLC	Delaware
Deer Park CCUS Holdings, LLC	Delaware
Deer Park CCUS, LLC	Delaware
Deer Park Energy Center LLC	Delaware
Deer Park Holdings, LLC	Delaware
Delta Energy Center Holdco, LLC	Delaware
Delta Energy Center, LLC	Delaware
Delta, LLC	Delaware
Denver Airport Solar, LLC	Delaware
Distrigas of Massachusetts LLC	Delaware
Everett Creek Land Company, LLC	Delaware
Everett LNG LLC	Delaware
Fair Wind Power Partners, LLC	Delaware
Fauquier Landfill Gas, L.L.C.	Delaware
First State Generation, LLC	Delaware
Four Corners Windfarm, LLC	Oregon
Four Mile Canyon Windfarm, LLC	Oregon
Fourmile Wind Energy, LLC	Maryland
Freestone Peaker Holdings, LLC	Delaware
Freestone Power Generation, LLC	Delaware
GEC Bethpage Inc.	Delaware
GEC Holdings, LLC	Delaware
Geysers Company, LLC	Delaware
Geysers Holdings LLC	Delaware
Geysers Intermediate Holdings LLC	Delaware
Geysers Power Company, LLC	Delaware
Geysers Power I Company, LLC	Delaware
Gilroy Energy Center, LLC	Delaware
Good Charlie & Co., LLC	Delaware
Goose Haven Energy Center, LLC	Delaware
Grande Prairie Generation, Inc.	Alberta
Granite Ridge Energy, LLC	Delaware
Granite Ridge Operating, LLC	Delaware
Greenfield Energy Centre LP	Ontario
Greensburg Wind Farm, LLC	Delaware

Guadalupe Peaking Energy Center, LLC	Delaware
Guadalupe Power Partners, LP	Delaware
Handsome Lake Energy, LLC	Maryland
Harvest II Windfarm, LLC	Delaware
Harvest Windfarm, LLC	Michigan
Hermiston Power LLC	Delaware
High Mesa Energy, LLC	Idaho
High Plains Wind Power, LLC	Texas
Hot Springs Windfarm, LLC	Idaho
Hydro Dam Holdings, LLC	Delaware
Hydro Dam, LLC	Delaware
Idlewild Fuel Management Corp.	Delaware
Jack A. Fusco Energy Center, LLC	Delaware
JMC Bethpage, Inc.	Delaware
Johanna Energy Center, LLC	Delaware
KIAC Partners	New York
Lake Houston Power, LLC	Delaware
Langley Holding Company, LLC	Delaware
Langley Land Company, LLC	Delaware
Loess Hills Wind Farm, LLC	Missouri
Los Esteros Critical Energy Facility, LLC	Delaware
Los Esteros Holdings, LLC	Delaware
Los Medanos Energy Center LLC	Delaware
M89 Exchange II, LLC	Delaware
M89 Property, LLC	Delaware
Magic Valley Energy Center, LLC	Delaware
Magic Valley Pipeline, L.P.	Delaware
Mankato Holdings, LLC	Delaware
Metcalf Energy Center, LLC	Delaware
Metcalf Funding, LLC	Delaware
Metcalf Holdings, LLC	Delaware
Michigan Wind 1, LLC	Delaware
Michigan Wind 2, LLC	Delaware
Michigan Wind 3, LLC	Delaware
Minergy LLC	Wisconsin
Mission Rock Energy Center, LLC	Delaware
Modoc Power, Inc.	California
Morgan Energy Center, LLC	Delaware
Mount Hoffman Geothermal Company, L.P.	California
Mountain Top Wind Power, LLC	Maryland
Muddy Run Pump Storage Holdings, LLC	Delaware
Muddy Run Pump Storage, LLC	Delaware
NAPB Holdco, LLC	Delaware
NAPGS Holdco, LLC	Delaware
New Development Holdings, LLC	Delaware
New Steamboat Holdings, LLC	Delaware
NewEnergy Receivables LLC	Delaware
NGQR Holdings, L.L.C.	Delaware
Nine Mile Point Nuclear Station, LLC	Delaware

Nine Mile Point SMR 3, LLC	Delaware
Nissequogue Cogen Partners	New York
North American Power and Gas Services, LLC	Delaware
North American Power and Gas, LLC	Delaware
North American Power Business, LLC	Delaware
Nova B Member Holdco, LLC	Delaware
Nova B Member, LLC	Delaware
Nova BESS Holdings, LLC	Delaware
Nova Intermediateco, LLC	Delaware
Nova Power Holdco, LLC	Delaware
Nova Power TE, LLC	Delaware
Nova Power, LLC	Delaware
NTC Five, Inc.	Delaware
O.L.S. Energy-Agnews, Inc.	Oregon
Oregon Trail Windfarm, LLC	Delaware
Osprey Energy Center, LLC	Delaware
Otay Holdings, LLC	Delaware
Otay Mesa Energy Center, LLC	Oregon
Pacific Canyon Windfarm, LLC	Delaware
Panther Creek Holdings, Inc.	Delaware
Panther Creek Partners	Delaware
Pasadena Cogen LLC	Delaware
Pasadena Cogeneration L.P.	Delaware
Pastoria BESS Holdco, LLC	Delaware
Pastoria Energy Center, LLC	Delaware
Pastoria Energy Facility L.L.C.	Delaware
Pastoria Power, LLC	Delaware
Pastoria Solar Energy Company, LLC	California
Pegasus Power Company, Inc.	Delaware
Philadelphia Biogas Supply, Inc.	Delaware
Pin Oak Creek Energy Center, LLC	Delaware
Pine Bluff Energy, LLC	Colorado
Pinedale Energy, LLC	Delaware
PLC3, LLC	Delaware
PLC4, LLC	Delaware
Power Contract Financing, L.L.C.	Delaware
Quail Run CCUS, LLC	Delaware
Quail Run Energy GP Holdings L.L.C.	Delaware
Quail Run Energy Partners, LP	Delaware
Quail Run Energy, L.L.C.	Delaware
Quail Run Holdings, LLC	Delaware
Quail Run Intermediate Holdings 1, LLC	Delaware
Quail Run Intermediate Holdings 2, LLC	Delaware
Ramadi BESS, LLC	Maryland
R.E. Ginna Nuclear Power Plant, LLC	Delaware
Renewable Power Generation Holdings, LLC	Delaware
Renewable Power Generation, LLC	Delaware
Rolling Hills Landfill Gas, LLC	Delaware
Russell City Energy Company, LLC	

Sacramento PV Energy, LLC	Delaware
Sand Ranch Windfarm, LLC	Oregon
Sendero Wind Energy, LLC	Delaware
Shooting Star Wind Project, LLC	Delaware
Sky Valley, LLC	Delaware
SoCal Development Holdings, LLC	Delaware
South Point Energy Center, LLC	Delaware
South Point Holdings, LLC	Delaware
Spencer Land Company, LLC	Delaware
Spencer Land Holding Company, LLC	Delaware
Stony Brook Cogeneration Inc.	Delaware
Stony Brook Fuel Management	Delaware
Sugar Beet Wind, LLC	Delaware
Sunbeam LeaseCo, LLC	Delaware
Sutter CCUS Holdings, LLC	Delaware
Sutter CCUS Pipeline, LLC	Delaware
Sutter CCUS, LLC	California
Sutter Dryers, Inc.	Delaware
Tanager Power, LLC	New York
TBG Cogen Partners	Delaware
Texas City Cogeneration, LLC	Delaware
Texas City Holdings, LLC	Delaware
Texas Cogeneration Five, Inc.	Delaware
Texas Cogeneration One Company	Delaware
Thad Hill Energy Center, LLC	California
Thermal Power Company, LLC	Oregon
Threemile Canyon Wind I, LLC	Delaware
Titan STC, LLC	Idaho
Tuana Springs Energy, LLC	Delaware
V.G. Investment Holdings, LLC	Delaware
Volta SPV IMS, LLC	Delaware
Volta SPV NTR, LLC	Delaware
Volta SPV RSL, LLC	Delaware
W&D Gas Partners, LLC	Oregon
Ward Butte Windfarm, LLC	Delaware
Washington Parish Energy Center One, LLC	Delaware
Washington Parish Holdings, LLC	Delaware
West Medway II Holdings, LLC	Delaware
West Medway II, LLC	Delaware
Westbrook Energy Center, LLC	Delaware
Whitetail Wind Energy, LLC	Delaware
Wild Horse Geothermal, LLC	Delaware
Wildcat Finance, LLC	New Mexico
Wildcat Wind LLC	Missouri
Wind Capital Holdings, LLC	Delaware
Wolf Hollow II Power, LLC	Delaware
Wolf Hollow III Power Holdings, LLC	Delaware
Wolf Hollow III Power, LLC	

Wolf Hollow Services, LLC	Delaware
Zion Energy LLC	Delaware

Constellation Energy Generation, LLC (50% and Greater)
01/31/2026

Subsidiary	Jurisdiction
4300 Winfield Road, LLC	Delaware
A/C Fuels Company	Pennsylvania
Anacapa Land Company, LLC	Delaware
Anderson Springs Energy Company, LLC	California
Arise Energy, LLC	Pennsylvania
Auburndale Peaker Energy Center, LLC	Delaware
AV Solar Ranch 1, LLC	Delaware
Aviation Funding Corp.	Delaware
AVSR Holding, LLC	Delaware
AVSR, LLC	Delaware
Battery Holdco, LLC	Delaware
Baytown CCUS Holdings, LLC	Delaware
Baytown CCUS, LLC	Delaware
Baytown Energy Center, LLC	Delaware
Beebe 1B Renewable Energy, LLC	Delaware
Beebe Renewable Energy, LLC	Idaho
Bennett Creek Windfarm, LLC	Delaware
Bethlehem Renewable Energy, LLC	Delaware
Bethpage Energy Center 3, LLC	Delaware
Bluestem Wind Energy Member Holdings, LLC	Delaware
Bluestem Wind Energy Member, LLC	Delaware
Bosque Parcel 2, LLC	Delaware
Brooks Creek Land Company, LLC	Delaware
Brooks Creek Land Holding Company, LLC	Delaware
Butter Creek Energy Center, LLC	Delaware
Byron Highway Energy Center, LLC	Delaware
Byron SMR 3, LLC	Delaware
CalBatt Energy Storage, LLC	Delaware
CalGen Expansion Company, LLC	Delaware
CalGen Project Equipment Finance Company Three, LLC	Delaware
Calistoga Holdings, LLC	Delaware
Calpine Acquisition Company II LLC	Delaware
Calpine Acquisition Company III, LLC	Delaware
Calpine Acquisition Company, LLC	Delaware
Calpine Administrative Service Company, Inc.	California
Calpine Agnews, Inc.	Delaware
Calpine Auburndale Holdings, LLC	Delaware
Calpine Bethlehem, LLC	Delaware
Calpine Bosque Pipeline, LLC	Delaware
Calpine c*Power, Inc.	Delaware
Calpine CalGen Holdings, LLC	Delaware
Calpine California CCUS Holdings, LLC	Nova Scotia
Calpine Canada Energy Ltd.	Delaware
Calpine CCFC GP, LLC	Delaware
Calpine CCFC LP, LLC	

Calpine CCUS DevCo Holdco, LLC	Delaware
Calpine CCUS DevCo Intermediate Holdco, LLC	Delaware
Calpine CCUS Holdings, LLC	Delaware
Calpine CCUS Intermediate HoldCo LLC	Delaware
Calpine Central Texas GP, Inc.	Delaware
Calpine Central, Inc.	Delaware
Calpine Central-Texas, Inc.	Delaware
Calpine Cogeneration Corporation	Delaware
Calpine Community Energy, LLC	Delaware
Calpine Construction Finance Company L.P.	Delaware
Calpine Construction Management Company, Inc.	Delaware
Calpine Cumberland Solar, LLC	Delaware
Calpine DevCo Holdings, LLC	Delaware
Calpine Development Company, LLC	Delaware
Calpine Development Holdings LLC	Delaware
Calpine Eastern Corporation	Delaware
Calpine Edinburg, Inc.	Delaware
Calpine Energy Financial Holdings, LLC	Delaware
Calpine Energy Services Canada, LLC	Delaware
Calpine Energy Services GP, LLC	Delaware
Calpine Energy Services Holdco II, LLC	Delaware
Calpine Energy Services Holdco LLC	Delaware
Calpine Energy Services LP, LLC	Delaware
Calpine Energy Services, L.P.	California
Calpine Energy Solutions, LLC	Delaware
Calpine Fore River Energy Center, LLC	Delaware
Calpine Fore River Operating Company, LLC	Delaware
Calpine Foundation	California
Calpine Fuels Corporation	Delaware
Calpine GEC Holdings, LLC	Delaware
Calpine Generating Company, LLC	Delaware
Calpine Gilroy 1, LLC	Delaware
Calpine Gilroy Cogen, L.P.	Delaware
Calpine Global Services Company, Inc.	Delaware
Calpine Granite Holdings, LLC	Delaware
Calpine Greenfield (Holdings) Corporation	Delaware
Calpine Greenleaf Holdings, Inc.	Delaware
Calpine Greenleaf, Inc.	Delaware
Calpine Guadalupe GP, LLC	Delaware
Calpine Guadalupe LP, LLC	Delaware
Calpine Hidalgo Energy Center L.P.	Delaware
Calpine Hidalgo Holdings, Inc.	Delaware
Calpine Hidalgo, Inc.	Delaware
Calpine Holdings Development LLC	Delaware
Calpine Holdings, LLC	Delaware
Calpine International Holdings, LLC	New York
Calpine Kennedy Operators, Inc.	Delaware
Calpine Kent County Solar, LLC	New York
Calpine KIA, Inc.	

Calpine King City Cogen, LLC	Delaware
Calpine King City, Inc.	Delaware
Calpine Leasing Inc.	Delaware
Calpine LLC	Delaware
Calpine Long Island, Inc.	Delaware
Calpine Louisiana Developmen LLC	Delaware
Calpine Magic Valley Pipeline, LLC	Delaware
Calpine Mexican Holdings, LLC	Delaware
Calpine Mid Merit, LLC	Delaware
Calpine Mid-Atlantic Development, LLC	Delaware
Calpine Mid-Atlantic Energy, LLC	Delaware
Calpine Mid-Atlantic Generation, LLC	Delaware
Calpine Mid-Atlantic Marketing, LLC	Delaware
Calpine Mid-Atlantic Operating, LLC	Delaware
Calpine Mid-Merit II, LLC	California
Calpine Monterey Cogeneration, Inc.	Delaware
Calpine MVP, LLC	Delaware
Calpine New Jersey Generation, LLC	Delaware
Calpine Northbrook Holdings Corporation	Delaware
Calpine Northbrook Investors, LLC	Delaware
Calpine Northbrook Project Holdings, LLC	Delaware
Calpine Northeast Development, LLC	Delaware
Calpine Operating Services Company, Inc.	Delaware
Calpine Operations Management Company, Inc.	Delaware
Calpine Pasadena Cogeneration, Inc.	Delaware
Calpine Philadelphia, Inc.	Delaware
Calpine Pittsburg, LLC	California
Calpine Power Company, LLC	Delaware
Calpine Power Management, LLC	Virginia
Calpine Power, Inc.	Delaware
Calpine PowerAmerica - ME, LLC	Delaware
Calpine PowerAmerica, LLC	Delaware
Calpine PowerAmerica-CA, LLC	Delaware
Calpine PowerAmerica-MA, LLC	Delaware
Calpine Project Holdings, Inc.	Delaware
Calpine Real Estate Development Company, LLC	Delaware
Calpine Receivables, LLC	Delaware
Calpine Retail Holdings, LLC	Delaware
Calpine Riverside Holdings, LLC	Delaware
Calpine Russell City, LLC	Delaware
Calpine Russell, LLC	California
Calpine Siskiyou Geothermal Partners, L.P.	Delaware
Calpine Solar Development Holdings, LLC	Delaware
Calpine Solar, LLC	Delaware
Calpine Steamboat Holdings, LLC	New York
Calpine Stony Brook Operators, Inc.	New York
Calpine Stony Brook, Inc.	Delaware
Calpine Sutter Holdings, LLC	Delaware
Calpine TCCL Holdings, Inc.	

Calpine Texas CCUS Holdings, LLC	Delaware
Calpine Texas Cogeneration, Inc.	Delaware
Calpine Texas Pipeline GP, LLC	Delaware
Calpine Texas Pipeline LP, LLC	Delaware
Calpine Texas Pipeline, L.P.	Delaware
Calpine ULC I Holding, LLC	Delaware
Calpine University Power, Inc.	Delaware
Calpine Vineland Solar, LLC	Delaware
Calpine Wind Holdings, LLC	Delaware
Calpine York Holdings, LLC	Delaware
Calvert Cliffs Nuclear Power Plant, LLC	Maryland
Cassia Gulch Wind Park LLC	Idaho
Cassia Wind Farm LLC	Idaho
Cavallo Energy Texas LLC	Texas
CCFC Finance Corp.	Delaware
CCFC Preferred Holdings, LLC	Delaware
CCFC Sutter Energy, LLC	Delaware
CD Panther I, Inc.	Maryland
CD Panther II, LLC	Delaware
CD Panther Partners, L.P.	Delaware
CD SEGS V, Inc.	Maryland
CD SEGS VI, Inc.	Maryland
CDHI Holdco, LLC	Delaware
CDHI Intermediate Holdco, LLC	Delaware
CDHI Russell City Holdings, LLC	Delaware
CE Culm, Inc.	Maryland
CE FundingCo, LLC	Delaware
CEG CPN, LLC	Delaware
CEG Equipment Co, LLC	Delaware
CEG Finance, LLC	Delaware
CER Generation, LLC	Delaware
CES Marketing IX, LLC	Delaware
CES Marketing X, LLC	Delaware
CEU Arkoma West, LLC	Delaware
CEU CoLa, LLC	Delaware
CEU East Fort Peck, LLC	Delaware
CEU Fayetteville, LLC	Delaware
CEU Floyd Shale, LLC	Delaware
CEU Holdings, LLC	Delaware
CEU Huntsville, LLC	Delaware
CEU Kingston, LLC	Delaware
CEU Niobrara, LLC	Delaware
CEU Ohio Shale, LLC	Delaware
CEU Paradigm, LLC	Delaware
CEU Pinedale, LLC	Delaware
CEU Plymouth, LLC	Delaware
CEU Simplicity, LLC	Delaware
CEU W&D, LLC	Delaware
Champion Energy Marketing LLC	Delaware

Champion Energy Services, LLC	Texas
Champion Energy, LLC	Texas
Channel Energy Center, LLC	Delaware
Chesapeake HVAC, Inc.	Delaware
Churchill Land Company, LLC	Delaware
Churchill Land Holding Company, LLC	Delaware
CII Solarpower I, Inc.	Maryland
Clear Lake Cogeneration, LLC	Delaware
Clinton Battery Utility, LLC	Delaware
Clinton SMR 2, LLC	Delaware
CM Greenfield Power Corp.	Canada
CNE Gas Holdings, LLC	Kentucky
Coda Holdings, LLC	Delaware
Coda Intermediate Holdings, LLC	Delaware
CoLa Resources LLC	Delaware
Colorado Bend II Power, LLC	Delaware
Colorado Bend Services, LLC	Delaware
Constellation Building Services, Inc.	Delaware
Constellation Connect, LLC	Delaware
Constellation Derivatives Limited	United Kingdom
Constellation EG, LLC	Delaware
Constellation Energy Canada, Inc.	Ontario
Constellation Energy Commodities Group Maine, LLC	Delaware
Constellation Energy Gas Choice, LLC	Delaware
Constellation Energy Nuclear Group, LLC	Maryland
Constellation Energy Power Choice, LLC	Delaware
Constellation Energy Resources, LLC	Delaware
Constellation Energy Solutions, LLC	Delaware
Constellation Energy Upstream Holdings, LLC	Delaware
Constellation FitzPatrick, LLC	Delaware
Constellation Framingham, LLC	Delaware
Constellation Fulton, LLC	Delaware
Constellation Generation Acquisitions, LLC	Delaware
Constellation Generation Consolidation, LLC	Illinois
Constellation Generation Development, LLC	Delaware
Constellation Generation Limited	United Kingdom
Constellation Generation NY, LLC	New York
Constellation Genesis, LLC	Delaware
Constellation Handley Power, LLC	Delaware
Constellation Holdings, LLC	Maryland
Constellation Home Products & Services, LLC	Delaware
Constellation Hydrogen and BTM Parent, LLC	Delaware
Constellation IL SMR Development, LLC	Delaware
Constellation LaSalle Hydrogen and BTM, LLC	Delaware
Constellation LNG, LLC	Delaware
Constellation Low Carbon Infrastructure, LLC	Delaware
Constellation Mystic Power, LLC	Delaware
Constellation Navigator, LLC	Delaware
Constellation New Boston, LLC	Delaware

Constellation New England Holdings, LLC	Delaware
Constellation NewEnergy - Gas Division, LLC	Kentucky
Constellation NewEnergy, Inc.	Delaware
Constellation Nuclear Power Plants, LLC	Delaware
Constellation Nuclear Security, LLC	Delaware
Constellation Nuclear, LLC	Delaware
Constellation Power Source Generation, LLC	Maryland
Constellation Power, Inc.	Maryland
Constellation PowerLabs, LLC	Pennsylvania
Constellation Renewables Holding, LLC	Delaware
Constellation Renewables Holdings II, LLC	Delaware
Constellation Renewables Partners Holdings, LLC	Delaware
Constellation Renewables Partners, LLC	Delaware
Constellation Renewables, LLC	Delaware
Constellation SMR Development, LLC	Delaware
Constellation Solar Horizons, LLC	Delaware
Constellation Solar New Jersey III, LLC	Delaware
Constellation South Texas LLC	Texas
Constellation Technology Ventures, LLC	Delaware
Constellation Texas II Power Holdings, LLC	Delaware
Constellation Texas II Power, LLC	Delaware
Constellation Texas Land Company, LLC	Delaware
Constellation Texas Power Services, LLC	Delaware
Constellation Texas Retail Energy, LLC	Delaware
Constellation Ventures Holdings, LLC	Delaware
Constellation Ventures International Holdings II Limited	United Kingdom
Constellation Ventures International Holdings Limited	United Kingdom
Constellation VHSub, LLC	Delaware
Constellation VTI, LLC	Delaware
Constellation West Medway, LLC	Delaware
Constellation Wind 1, LLC	Texas
Constellation Wind 2, LLC	Texas
Constellation Wind 3, LLC	Texas
Constellation Wind, LLC	Delaware
Constellation Wyman, LLC	Delaware
Continental Wind Holding, LLC	Delaware
Continental Wind, LLC	Delaware
Corpus Christi Cogeneration, LLC	Delaware
COSI Central Wayne, Inc.	Maryland
COSI Sunnyside, Inc.	Maryland
Cow Branch Wind Power, L.L.C.	Missouri
CP Sunnyside I, Inc.	Maryland
CP Windfarm, LLC	Minnesota
CPN 3rd Turbine, Inc.	Delaware
CPN Acadia, Inc.	Delaware
CPN Battery DevCo, LLC	Delaware
CPN Bethpage 3rd Turbine, Inc	Delaware
CPN Cascade, Inc.	Delaware
CPN CKS II, LLC	Delaware

CPN Clear Lake, Inc.	Delaware
CPN Gregory Power Holdings, LLC	Delaware
CPN Gregory Power Partner, LLC	Delaware
CPN Insurance Corporation	Hawaii
CPN Pathfinder Holdings, LLC	Delaware
CPN Pathfinder, LLC	Delaware
CPN Pipeline Company	Delaware
CPN Pryor Funding Corporation	Delaware
CPN Telephone Flat, Inc.	Delaware
CPN York II Holdings, LLC	Missouri
CR Clearing, LLC	Delaware
Creed Energy Center, LLC	Delaware
Criterion Power Partners, LLC	Delaware
DE Asset Operations, LLC	Delaware
Deer Park CCUS Holdings, LLC	Delaware
Deer Park CCUS, LLC	Delaware
Deer Park Energy Center LLC	Delaware
Deer Park Holdings, LLC	Delaware
Delta Energy Center Holdco, LLC	Delaware
Delta Energy Center, LLC	Delaware
Delta, LLC	Delaware
Denver Airport Solar, LLC	Delaware
Distrigas of Massachusetts LLC	Delaware
Everett Creek Land Company, LLC	Delaware
Everett LNG LLC	Delaware
Fair Wind Power Partners, LLC	Delaware
Fauquier Landfill Gas, L.L.C.	Delaware
First State Generation, LLC	Oregon
Four Corners Windfarm, LLC	Oregon
Four Mile Canyon Windfarm, LLC	Maryland
Fourmile Wind Energy, LLC	Delaware
Freestone Peaker Holdings, LLC	Delaware
Freestone Power Generation, LLC	Delaware
GEC Bethpage Inc.	Delaware
GEC Holdings, LLC	Delaware
Geysers Company, LLC	Delaware
Geysers Holdings LLC	Delaware
Geysers Intermediate Holdings LLC	Delaware
Geysers Power Company, LLC	Delaware
Geysers Power I Company, LLC	Delaware
Gilroy Energy Center, LLC	Delaware
Good Charlie & Co., LLC	Delaware
Goose Haven Energy Center, LLC	Alberta
Grande Prairie Generation, Inc.	Delaware
Granite Ridge Energy, LLC	Delaware
Granite Ridge Operating, LLC	Ontario
Greenfield Energy Centre LP	Delaware
Greensburg Wind Farm, LLC	Delaware
Guadalupe Peaking Energy Center, LLC	

Guadalupe Power Partners, LP	Delaware
Handsome Lake Energy, LLC	Maryland
Harvest II Windfarm, LLC	Delaware
Harvest Windfarm, LLC	Michigan
Hermiston Power LLC	Delaware
High Mesa Energy, LLC	Idaho
High Plains Wind Power, LLC	Texas
Hot Springs Windfarm, LLC	Idaho
Hydro Dam Holdings, LLC	Delaware
Hydro Dam, LLC	Delaware
Idlewild Fuel Management Corp.	Delaware
Jack A. Fusco Energy Center, LLC	Delaware
JMC Bethpage, Inc.	Delaware
Johanna Energy Center, LLC	Delaware
KIAC Partners	New York
Lake Houston Power, LLC	Delaware
Langley Holding Company, LLC	Delaware
Langley Land Company, LLC	Delaware
Loess Hills Wind Farm, LLC	Missouri
Los Esteros Critical Energy Facility, LLC	Delaware
Los Esteros Holdings, LLC	Delaware
Los Medanos Energy Center LLC	Delaware
M89 Exchange II, LLC	Delaware
M89 Property, LLC	Delaware
Magic Valley Energy Center, LLC	Delaware
Magic Valley Pipeline, L.P.	Delaware
Mankato Holdings, LLC	Delaware
Metcalf Energy Center, LLC	Delaware
Metcalf Funding, LLC	Delaware
Metcalf Holdings, LLC	Delaware
Michigan Wind 1, LLC	Delaware
Michigan Wind 2, LLC	Delaware
Michigan Wind 3, LLC	Wisconsin
Minergy LLC	Delaware
Mission Rock Energy Center, LLC	California
Modoc Power, Inc.	Delaware
Morgan Energy Center, LLC	California
Mount Hoffman Geothermal Company, L.P.	Maryland
Mountain Top Wind Power, LLC	Delaware
Muddy Run Pump Storage Holdings, LLC	Delaware
Muddy Run Pump Storage, LLC	Delaware
NAPB Holdco, LLC	Delaware
NAPGS Holdco, LLC	Delaware
New Development Holdings, LLC	Delaware
New Steamboat Holdings, LLC	Delaware
NewEnergy Receivables LLC	Delaware
NGQR Holdings, L.L.C.	Delaware
Nine Mile Point Nuclear Station, LLC	Delaware
Nine Mile Point SMR 3, LLC	

Nissequogue Cogen Partners	New York
North American Power and Gas Services, LLC	Delaware
North American Power and Gas, LLC	Delaware
North American Power Business, LLC	Delaware
Nova B Member Holdco, LLC	Delaware
Nova B Member, LLC	Delaware
Nova BESS Holdings, LLC	Delaware
Nova Intermediateco, LLC	Delaware
Nova Power Holdco, LLC	Delaware
Nova Power TE, LLC	Delaware
Nova Power, LLC	Delaware
NTC Five, Inc.	Delaware
O.L.S. Energy-Agnews, Inc.	Oregon
Oregon Trail Windfarm, LLC	Delaware
Osprey Energy Center, LLC	Delaware
Otay Holdings, LLC	Delaware
Otay Mesa Energy Center, LLC	Oregon
Pacific Canyon Windfarm, LLC	Delaware
Panther Creek Holdings, Inc.	Delaware
Panther Creek Partners	Delaware
Pasadena Cogen LLC	Delaware
Pasadena Cogeneration L.P.	Delaware
Pastoria BESS Holdco, LLC	Delaware
Pastoria Energy Center, LLC	Delaware
Pastoria Energy Facility L.L.C.	Delaware
Pastoria Power, LLC	Delaware
Pastoria Solar Energy Company, LLC	California
Pegasus Power Company, Inc.	Delaware
Philadelphia Biogas Supply, Inc.	Delaware
Pin Oak Creek Energy Center, LLC	Delaware
Pine Bluff Energy, LLC	Colorado
Pinedale Energy, LLC	Delaware
PLC3, LLC	Delaware
PLC4, LLC	Delaware
Power Contract Financing, L.L.C.	Delaware
Quail Run CCUS, LLC	Delaware
Quail Run Energy GP Holdings L.L.C.	Delaware
Quail Run Energy Partners, LP	Delaware
Quail Run Energy, L.L.C.	Delaware
Quail Run Holdings, LLC	Delaware
Quail Run Intermediate Holdings 1, LLC	Delaware
Quail Run Intermediate Holdings 2, LLC	Delaware
Ramadi BESS, LLC	Maryland
R.E. Ginna Nuclear Power Plant, LLC	Delaware
Renewable Power Generation Holdings, LLC	Delaware
Renewable Power Generation, LLC	Delaware
Rolling Hills Landfill Gas, LLC	Delaware
Russell City Energy Company, LLC	Delaware
Sacramento PV Energy, LLC	

Sand Ranch Windfarm, LLC	Oregon
Sendero Wind Energy, LLC	Delaware
Shooting Star Wind Project, LLC	Delaware
Sky Valley, LLC	Delaware
SoCal Development Holdings, LLC	Delaware
South Point Energy Center, LLC	Delaware
South Point Holdings, LLC	Delaware
Spencer Land Company, LLC	Delaware
Spencer Land Holding Company, LLC	Delaware
Stony Brook Cogeneration Inc.	Delaware
Stony Brook Fuel Management	Delaware
Sugar Beet Wind, LLC	Delaware
Sunbeam LeaseCo, LLC	Delaware
Sutter CCUS Holdings, LLC	Delaware
Sutter CCUS Pipeline, LLC	Delaware
Sutter CCUS, LLC	Delaware
Sutter Dryers, Inc.	California
Tanager Power, LLC	Delaware
TBG Cogen Partners	New York
Texas City Cogeneration, LLC	Delaware
Texas City Holdings, LLC	Delaware
Texas Cogeneration Five, Inc.	Delaware
Texas Cogeneration One Company	Delaware
Thad Hill Energy Center, LLC	Delaware
Thermal Power Company, LLC	California
Threemile Canyon Wind I, LLC	Oregon
Titan STC, LLC	Delaware
Tuana Springs Energy, LLC	Idaho
V.G. Investment Holdings, LLC	Delaware
Volta SPV IMS, LLC	Delaware
Volta SPV NTR, LLC	Delaware
Volta SPV RSL, LLC	Delaware
W&D Gas Partners, LLC	Delaware
Ward Butte Windfarm, LLC	Oregon
Washington Parish Energy Center One, LLC	Delaware
Washington Parish Holdings, LLC	Delaware
West Medway II Holdings, LLC	Delaware
West Medway II, LLC	Delaware
Westbrook Energy Center, LLC	Delaware
Whitetail Wind Energy, LLC	Delaware
Wild Horse Geothermal, LLC	Delaware
Wildcat Finance, LLC	Delaware
Wildcat Wind LLC	New Mexico
Wind Capital Holdings, LLC	Missouri
Wolf Hollow II Power, LLC	Delaware
Wolf Hollow III Power Holdings, LLC	Delaware
Wolf Hollow III Power, LLC	Delaware
Wolf Hollow Services, LLC	Delaware
Zion Energy LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-292608 and 333-293552) and on Form S-8 (Nos. 333-280458, 333-262458, 333-262459, and 333-262460) of Constellation Energy Corporation of our report dated February 24, 2026 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting of Constellation Energy Corporation, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2026

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-3 (No. 333-293552-01) of Constellation Energy Generation, LLC of our report dated February 24, 2026 relating to the financial statements and financial statement schedule of Constellation Energy Generation, LLC, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2026

Exhibit 24.1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Yves C. de Balmann,** do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ YVES C. DE BALMANN
Yves C. de Balmann

DATE: February 10, 2026

Exhibit 24.2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Bradley Halverson**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ BRADLEY HALVERSON

Bradley Halverson

DATE: February 10, 2026

Exhibit 24.3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Charles Harrington**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ CHARLES HARRINGTON
Charles Harrington

DATE: February 10, 2026

Exhibit 24.4

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Julie Holzrichter**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ JULIE HOLZRICHTER
Julie Holzrichter

DATE: February 12, 2026

Exhibit 24.5

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Ashish Khandpur**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ ASHISH KHANDPUR
Ashish Khandpur

DATE: February 10, 2026

Exhibit 24.6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Robert Lawless**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ ROBERT LAWLESS
Robert Lawless

DATE: February 10, 2026

Exhibit 24.7

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **John Richardson**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ JOHN RICHARDSON
John Richardson

DATE: February 10, 2026

Exhibit 24.8

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Nneka Rimmer**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ NNEKA RIMMER

Nneka Rimmer

DATE: February 10, 2026

Exhibit 24.9

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Dhiaa Jamil**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ DHIAA JAMIL
Dhiaa Jamil

DATE: February 10, 2026

Exhibit 24.10

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Eileen Paterson**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ EILEEN PATERSON
Eileen Paterson

DATE: February 10, 2026

Exhibit 24.11

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **Alan Armstrong**, do hereby appoint Joseph Dominguez and David Dardis, or either of them, attorney for me and in my name and on my behalf to sign the annual Securities and Exchange Commission report on Form 10-K for 2025 of Constellation Energy Corporation, together with any amendments thereto, to be filed with the Securities and Exchange Commission, and generally to do and perform all things necessary to be done in the premises as fully and effectually in all respects as I could do if personally present.

/s/ ALAN ARMSTRONG
Alan Armstrong

DATE: February 10, 2026

Exhibit 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934

I, Joseph Dominguez, certify that:

1. I have reviewed this annual report on Form 10-K of Constellation Energy Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JOSEPH DOMINGUEZ
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 24, 2026

Exhibit 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934

I, Shane P. Smith, certify that:

1. I have reviewed this annual report on Form 10-K of Constellation Energy Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SHANE P. SMITH
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: February 24, 2026

Exhibit 31.3

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934

I, Joseph Dominguez, certify that:

1. I have reviewed this annual report on Form 10-K of Constellation Energy Generation, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JOSEPH DOMINGUEZ
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 24, 2026

Exhibit 31.4

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND 15d-14(a) OF THE SECURITIES AND EXCHANGE ACT OF 1934

I, Shane P. Smith, certify that:

1. I have reviewed this annual report on Form 10-K of Constellation Energy Generation, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SHANE P. SMITH
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: February 24, 2026

Exhibit 32.1

Certificate Pursuant to Section 1350 of Chapter 63 of Title 18 United States Code

The undersigned officer hereby certifies, as to the Report on Form 10-K of Constellation Energy Corporation for the year ended December 31, 2025, that (i) the report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of Constellation Energy Corporation.

/s/ JOSEPH DOMINGUEZ
Joseph Dominguez
President and Chief Executive Officer

Date: February 24, 2026

Exhibit 32.2

Certificate Pursuant to Section 1350 of Chapter 63 of Title 18 United States Code

The undersigned officer hereby certifies, as to the Report on Form 10-K of Constellation Energy Corporation for the year ended December 31, 2025, that (i) the report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of Constellation Energy Corporation.

/s/ SHANE P. SMITH
Shane P. Smith
Executive Vice President and Chief Financial Officer

Date: February 24, 2026

Exhibit 32.3

Certificate Pursuant to Section 1350 of Chapter 63 of Title 18 United States Code

The undersigned officer hereby certifies, as to the Report on Form 10-K of Constellation Energy Generation, LLC for the year ended December 31, 2025, that (i) the report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of Constellation Energy Generation, LLC.

/s/ JOSEPH DOMINGUEZ
Joseph Dominguez
President and Chief Executive Officer

Date: February 24, 2026

Exhibit 32.4

Certificate Pursuant to Section 1350 of Chapter 63 of Title 18 United States Code

The undersigned officer hereby certifies, as to the Report on Form 10-K of Constellation Energy Generation, LLC for the year ended December 31, 2025, that (i) the report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of Constellation Energy Generation, LLC.

/s/ SHANE P. SMITH
Shane P. Smith
Executive Vice President and Chief Financial Officer

Date: February 24, 2026

Prendergast, Deanna

From: Do_Not_Reply@nassaucountyny.gov
Sent: Friday, March 13, 2026 9:51 AM
To: Stanton, Nancy; Prendergast, Deanna
Cc: Malhame, Allison; Stanton, Nancy
Subject: BPNC - APPROVED by Compliance

Nassau Co
Information Technol

Compliance has APPROVED the requisition below.

Requistion #/Blanket Order #:	BPNC
Date:	03/11/2026
Delivery location:	240 Old Country Road
User Department:	Information Technology
Description:	Maintenance for FAMIS / Informatica 07/01/2026- 06/30/2027: YR-1 $342,551.56; YR-2 $365,793.68; YR-3 $390,612.78 BPNC23000248 EXPIRED **NEW 3-YEAR BPO CREATIO
Estimated Cost:	$1,098,958.02

You may view this case by logging into the Requisition Application and going to the case or click here to go directly to the requisition.

CONFIDENTIALITY NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Bruce A. Blakeman
COUNTY EXECUTIVE

Nancy Stanton-Molaro
COMMISSIONER

DEPARTMENT OF INFORMATION TECHNOLOGY

March 11, 2026

TO: Robert Cleary, Chief Compliance Officer
Nassau County Dept. of Shared Services

Subject: Cognos - FAMIS / Informatica Maintenance * NEW BLANKET CREATION

Robert,

Please approve this request for a 3-year BPO creation with Cognos. This BPO will be replacing BPNC23000248, which will be expiring July 2026.
This is for the support of our FAMIS system and Informatica (Intelligent Data Management Cloud) systems. The annual maintenance is for these products and their associated proprietary software components. Product support includes functional and technical support. Product maintenance refers to product updates and upgrades. Please note that Cogsdale is proprietary developer and supplier of this software and the only vendor who can provide the modifications. Sole Source Letter is provided as well.
The total cost for 3 years is $1,098,958.02 with a PO to be issued annually. Year 1 term will be 7/1/2026 - 6/30/2027 at $342,551.56

Please let I.T. know if anything further is needed to approve the creation of the P.O.

Thank you,
Jessica

Jessica Carney,
N.C. Dept. of Information Technology

240 OLD COUNTRY ROAD - MINEOLA, NEW YORK 11501 (516) 571-4311
Fax: (516) 571-3918

New Cogsdale BPO Creation (Replacing BPNC23000248)

Title: FAMIS MAINTENANCE/SUPPORT

Index Code: ITGEN-1100

Commodity Code: 92045 - COMPUTER SOFTWARE MAINTENANCE/SUPPORT

Term: 3 Years

Total Cost: $1,098,958.02

Year 1

NASS100 – FAMIS	$277,058.98
NASS101 - Informatica Intelligent Data Management Cloud	$ 65,492.58
Total:	**$342,551.56**

Year 2

NASS100 – FAMIS	$295,857.43
NASS101 - Informatica Intelligent Data Management Cloud	$ 69,936.25
Total:	**$365,793.68**

Year 3

NASS100 – FAMIS	$315,931.35
NASS101 - Informatica Intelligent Data Management Cloud	$ 74,681.43
Total:	**$390,612.78**

March 11, 2026

COGSDALE CORPORATION - SOLE SOURCE LETTER

Customer: Nassau County

I am commercial counsel for Cogsdale Corporation ("Cogsdale"), a division of N.Harris Computer Corporation. Please be advised that Cogsdale is the sole source provider of software support and maintenance for the FAMIS Financial Management System software product and its associated proprietary software components.

Product support includes functional and technical support. Product maintenance refers to product updates and upgrades.

This letter does not provide a sole source legal opinion on behalf of Cogsdale for the products or services that are referenced herein as they related to your State's County's or City's sole source rules, regulations, and laws.

Sincerely,

Emos Abamwa
Senior Director, Support Services
Cogsdale Corporation

COGSDALE

Renewal Quote

Client	Nassau County
Renewal Date	July 1, 2026
Start date	July 1, 2026
End date	June 30, 2027

Join us with continued Support on your Cogsdale products

Dear Valued Customer,

We have prepared Support and Maintenance renewal estimates for three year. Our goal is to support your budgeting efforts as proactively as possible. Help us help you by letting us know your fiscal year timelines in advance, so we can send these estimates at the right time for your planning cycle.

Additional Information:
Requests to renegotiate contract terms will not affect the payment due date, as the total outstanding amount remains unchanged.
30 days before your renewal date, we should have received your full payment, allowing time for new
licenses to be generated, delivered, and installed before the renewal date. Cogsdale will not be responsible for payment to third-party vendors or producing new licenses until your invoice is paid.

Year 1	USD
NASS100 | FAMIS(7/01/2026 - 6/30/2027)	$ 277,058.98
NASS101 | Informatica Intelligent Data Management Cloud(7/01/2026 - 6/30/2027)	$ 65,492.58
Sub Total (Year 1)	***$ 342,551.56***

Year 2	USD
NASS100 | FAMIS(7/01/2027- 6/30/2028)	$ 295,857.43
NASS101 | Informatica Intelligent Data Management Cloud(7/01/2027- 6/30/2028)	$ 69,936.25
Sub Total (Year 2)	***$ 365,793.68***

Year 3	USD
NASS100 | FAMIS(7/01/2028 - 6/30/2029)	$ 315,931.35
NASS101 | Informatica Intelligent Data Management Cloud(7/01/2028 - 6/30/2029)	$ 74,681.43
Sub Total (Year 3)	***$ 390,612.78***

Total (3 Years)	**$1,098,958.02**

Payment Terms:

Please note: This renewal estimate is being provided in advance to support your budgeting process. If you have any questions or notice discrepancies, we kindly ask that you let us know within one week of receiving this estimate so we can address any concerns prior to finalizing and issuing the invoice.
Timely payment is essential to ensure the renewal of third-party licenses. Failure to pay by the due date may result in service interruption.
To avoid any disruption to support and services, please ensure payment is made promptly as specified.

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this estimate.

In lieu of a signature, a purchase order can be provided to indicate acceptance of this quote.

Authorized by Client:	Authorized by Cogsdale:
Name/Date	Name/Date

Cogsdale, your trusted partner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800
Toronto, ON M5J 0A8

CANADA

CN102165922--GAWUP-25-26 Harris

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : N/A	N/A
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CONSTELLATION SOFTWARE INC. AND
DYNATOUCH CORPORATION, A DIVISION OF N
HARRIS COMPUTER CORP, DBA KIOWARE
9901 BROADWAY ST 115
SAN ANTONIO, TX 78217

COVERAGES **CERTIFICATE NUMBER:** HOU-004389986-01 **REVISION NUMBER:** 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			9950-48-39 WUC	09/27/2025	09/27/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	1,000,000
								$	
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE	$	9,000,000
							AGGREGATE	$	9,000,000
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
C	Technology Errors & Omissions and Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit SIR: $2,500,000		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractual Liability is included in General Liability subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
240 Old Country Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102165922
LOC #: Canada

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Canada Limited	CONSTELLATION SOFTWARE INC. AND DYNATOUCH CORPORATION, A DIVISION OF N HARRIS COMPUTER CORP, DBA KIOWARE 9901 BROADWAY ST 115 SAN ANTONIO, TX 78217
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Technology E&O
Carrier: XL Specialty Insurance Company
Policy Number: CA00020773EO25A
Effective Dates: 09/27/2025-09/27/2026
Limit: $5,000,000

1st Excess Liability
Carrier: HDI Global SE
Policy no.: 01861933-14000
Eff Date: 09/27/2025
Exp Date: 09/27/2026
Limit: $10,000,000

2nd Excess Liability
Carrier: Markel Canada Limited
Policy no.: CA755611-03
Policy Dates: 09/27/2025 – 09/27/2026
Limit: $12,000,000

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Marsh

Certificate of Insurance

No.: **2025-445-HARRIS-REV-1** Dated: **October 01, 2025**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:	**Named Insured and Address:**
TO WHOM IT MAY CONCERN	**CONSTELLATION SOFTWARE INC. AND DYNATOUCH CORPORATION, A DIVISION OF N HARRIS COMPUTER CORP, DBA KIOWARE** **9901 BROADWAY ST 115** **SAN ANTONIO, TX 78217**

This certificate is issued regarding:

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Employer's Liability • Excess of Local UK Policies • Contractual Liability	Chubb Insurance Company of Canada	36049367	Sep 27, 2025 to Sep 27, 2026	Each Occurrence	USD 1,000,000
				Personal & Advertising Injury	USD 1,000,000
				Products & Completed Operations Aggregate	USD 1,000,000
				General Aggregate	USD 10,000,000
				Tenants Legal Liability	USD 1,000,000
				Employers Liability	USD 1,000,000
				Non - Owned Auto	USD 1,000,000
				Medical Expense	USD 25,000
				Self Insured Retention	USD 100,000
UMBRELLA • Excess of Commercial General Liability policy	Chubb Insurance Company of Canada	78183369	Sep 27, 2025 to Sep 27, 2026	Each Occurrence	USD 9,000,000
				Aggregate	USD 9,000,000
UMBRELLA 1ST EXCESS • Excess of Umbrella and Commercial General Liability policy	HDI Global SE Canada Branch	01861933-14000	Sep 27, 2025 to Sep 27, 2026	Each Occurrence	USD 10,000,000
				Aggregate	USD 10,000,000
UMBRELLA 2ND EXCESS	Certain Lloyds Underwriters	CA755611-03	Sep 27, 2025 to Sep 27, 2026	Each Occurrence	USD 10,000,000
				Products & Completed Operations Aggregate	USD 10,000,000
				Aggregate	USD 10,000,000
ERRORS & OMISSIONS • TECHNOLOGY ERRORS & OMISSIONS AND CYBER - PRIMARY • Includes Cyber Liability	XL Specialty Insurance Company	CA00020768EO25A	Sep 27, 2025 to Sep 27, 2026	Each Claim	USD 10,000,000
				Aggregate	USD 10,000,000
				Cyber Liability	USD 10,000,000
				Intellectual Property Coverage	USD 10,000,000
				Self Insured Retention	USD 2,500,000
EXCESS ERRORS & OMISSIONS • TECHNOLOGY ERRORS & OMISSIONS AND CYBER • 1st Excess Errors & Omissions Liability • 1st Excess Errors & Omission and Cyber Liability	XL Specialty Insurance Company	CA00020773EO25A	Sep 27, 2025 to Sep 27, 2026	Per Claim	USD 5,000,000
				Aggregate	USD 5,000,000
				Self Insured Retention	USD 2,500,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh

Certificate of Insurance

No.: **2025-445-HARRIS-REV-1**

Dated: **October 01, 2025**

This document supersedes any certificate previously issued under this number

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
certificaterequestscanada@marsh.com

Marsh Canada Limited

By: _____

Mark Warren

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800
Toronto, ON M5J 0A8

CANADA

CN102165922--GAWUP-25-26 Harris

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CONSTELLATION SOFTWARE INC. AND
DYNATOUCH CORPORATION, A DIVISION OF N
HARRIS COMPUTER CORP, DBA KIOWARE
9901 BROADWAY ST 115
SAN ANTONIO, TX 78217

COVERAGES **CERTIFICATE NUMBER:** HOU-004389986-03 **REVISION NUMBER:** 31

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			9950-48-39 WUC	09/27/2025	09/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 25,000 1,000,000 2,000,000 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED RETENTION $			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE AGGREGATE	$ $	9,000,000 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2671764342	09/27/2025	09/27/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Technology Errors & Omissions and Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit SIR: $2,500,000		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is/are included as additional insured with respect to general liability where required by written contract. Contractual Liability is included in General Liability subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Nassau
240 Old Country Road
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102165922
LOC #: Canada

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Canada Limited	CONSTELLATION SOFTWARE INC. AND DYNATOUCH CORPORATION, A DIVISION OF N HARRIS COMPUTER CORP, DBA KIOWARE 9901 BROADWAY ST 115 SAN ANTONIO, TX 78217
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Technology E&O
Carrier: XL Specialty Insurance Company
Policy Number: CA00020773EO25A
Effective Dates: 09/27/2025-09/27/2026
Limit: $5,000,000

1st Excess Liability
Carrier: HDI Global SE
Policy no.: 01861933-14000
Eff Date: 09/27/2025
Exp Date: 09/27/2026
Limit: $10,000,000

2nd Excess Liability
Carrier: Markel Canada Limited
Policy no.: CA755611-03
Policy Dates: 09/27/2025 – 09/27/2026
Limit: $12,000,000

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Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 APR -1 P 3:50

Staff Summary A-30-2026

Subject: Fortinet Hardware/Software Equipment & License Solicitation #83834-03106-036	Date: March 16, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: vCloud Tech, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-30-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Deanna Prendergast, Buyer

Internal Approvals

Date & Initial	Approval	Date & Initial	Approval
3/25/2026 GB	Chief Procurement Officer	DP 3/26/26	Budget
3/25/26 JKS	County Attorney		County Executive
3/24/2026 HM	Insurance	4/1/26	

Rev. 03/202

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

Purpose: To authorize and award a purchase order for Hardware/Software Equipment and License

Discussion: This solicitation was advertised in The New York Post and posted on the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

Vendors Viewed the solicitation: 38

- 11 Woman Owned business
- 17 Minority (African/American)
- 25 Small Business
- 1 Service Disabled (Veteran) Owned
- 1 Veteran Owned Business
- 10 None of the Above

Vendors bid on this solicitation: 12

- 1 Woman Owned Business
- 4 Minority (African/American)
- 7 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 4 None of the Above

The Identified lowest responsible bidder is vCloud Tech, Inc. is listed as a Minority Owned and Small Business

Impact on Funding/Term: The maximum amount authorized under this purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Hundred Ninety-Seven Thousand, Eight Hundred Two Dollars and Forty-Five Cents ($197,802.45) from Capital funds (PWCAPCAP, Project 97141).

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to vCloud Tech Inc. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-30-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: MARCH 16, 2026

SUBJECT: RESOLUTION– NASSAU COUNTY INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED NINETY-SEVEN THOUSAND, EIGHT HUNDRED TWO DOLLARS AND FORTY-FIVE CENTS.($197,802.45) ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO VCLOUD TECH, INC. FOR FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY DEPARTMENT AND VCLOUD TECH, INC

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #83834-03106-036 for Fortinet Hardware/Software Equipment & License for the Department of Information Technology as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that vCloud Tech, Inc submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase order with vCloud Tech, Inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Muhammad Khan [VCLOUD@VCLOUDTECH.COM]

Dated: 03/12/2026 04:15:11 pm

Vendor: vCloud Tech Inc

Title: CEO

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Muhammad Khan
   Date of birth: 02/24/1981
   Home address: 13336 Riverhill Rd, Frisco, Texas, 75033

   City: Frisco | State/Province/ Territory: CA | Zip/Postal Code: 75033
   Country: US

   Business Address: Rolling Hills Estates, Deep Valley Drive Suite 200

   City: Rolling Hills Estates | State/Province/ Territory: CA | Zip/Postal Code: 90274
   Country US
   Telephone: 8334825683

   Other present address(es): Rolling Hills Estates, Deep Valley Drive Suite 200

   City: Rolling Hills Estates | State/Province/ Territory: CA | Zip/Postal Code: 93301
   Country: US
   Telephone: 08334825683

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	06/20/2013	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Muhammad Khan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Muhammad Khan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

vCloud Tech Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Muhammad Khan MKHAN@VCLOUDTECH.COM

CEO

Title

03/13/2026 02:03:43 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/09/2025

1) Proposer's Legal Name: vCloud Tech Inc.

2) Address of Place of Business: 609 Deep Valley Drive Suite 200

City: Rolling Hills Estates State/Province/ Territory: CA Zip/Postal Code: 90274

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 079508688

5) Federal I.D. Number: 46-3104792

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest should arise guidance should be sought from the County, and vCloud Tech would take proper measures to correct the situation at earliest convenience possible.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/23/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Muhammad Khan (CEO)
609 Deep Valley Drive Suite 200
Rolling Hills Estates
90274
Unites States

iii) Name, address and position of all officers and directors of the company. If none, explain.

Muhammad Khan (CEO)
609 Deep Valley Drive Suite 200
Rolling Hills Estates
90274
Unites States

iv) State of incorporation (if applicable);

CA

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

15000000

vii) Summary of relevant accomplishments

N/A

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

12

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

vCloud Tech is a purpose driven consulting organization focused on driving customer adoption to cloud, innovating new technologies, modernizing applications, digitization of data and providing secure platforms for the modern datacenters. vCloud was born in the era of cloud first, mobile first and software-defined everything. We've come together to enable innovation at scale and built thriving relationships with our many technology partners and customers. At vCloud Tech, we believe we can fuel innovation and unleash the full potential of organizations globally. Our top-notch talent, expertise and cloud-first approach are committed to our customer's growth. Our core expertise is in native software development and testing, Cloud Technologies, Cloud Migration solutions, Virtualization and software licensing and audit where we take out complexities and increasing productivity.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or

who are qualified to evaluate the Proposer's capability to perform this work.

Company	Osceola County		
Contact Person	Levi Stanislas		
Address	Osceola County Information Technology 1 Courthouse Square Suite 2200		
City	Kissimmee, FL 34741	State/Province/Territory	FL
Country	US		
Telephone	(407) 742-5723		
Fax #	(407) 742-5723		
E-Mail Address	levi.stanislas@osceola.org		

Company	State of Tennessee		
Contact Person	Kim Wright		
Address	901 5TH AVENUE NORTH DATA CENTER		
City	NASHVI LLE TN 37243-0291	State/Province/Territory	TN
Country	US		
Telephone	(615) 741-7870		
Fax #	(615) 741-7870		
E-Mail Address	Kim.Wright@tn.gov		

Company	WVDOT | Information Technology - Procurement Section		
Contact Person	Lisa DiNallo		
Address	1900 Kanawha Boulevard East | Bldg 5, Room A-720		
City	Charleston	State/Province/Territory	WV
Country	US		
Telephone	(304) 352-6053		
Fax #			
E-Mail Address	lisa.l.dinallo@wv.gov		

I, Muhammad Khan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Muhammad Khan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: vCloud Tech Inc

Electronically signed and certified at the date and time indicated by:
Muhammad Khan VCLOUD@VCLOUDTECH.COM

CEO
Title

02/25/2026 12:06:18 pm
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: vCloud Tech Inc.

Address: 609 Deep Valley Drive Suite 200

City: Rolling Hills Estates State/Province/Territory: CA Zip/Postal Code: 90274

Country: US

2. Entity's Vendor Identification Number: 46-3104792

3. Type of Business: Public Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Muhammad
Last Name Khan
MI _____ Suffix Sr.
Address 609 Deep Valley Drive Suite 200
City Rolling Hills Estates State/Province/Territory: CA Zip/Postal Code: 90274
Country US
Position Director, Chief Executive Officer, Chief Financial officer, Secretary,

First Name Muhammad
Last Name Khan
MI _____ Suffix _____
Address 609 Deep Valley Drive Suite 200
City Rolling Hills Estates State/Province/Territory: CA Zip/Postal Code: 90274
Country US
Position Chief Exec. Officer

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing

this section.
If none, explain.

Title : Chief Executive Officer/Chief Financial officer
Name : Muhammad Khan
Address : 609 Deep Valley Drive Suite 200, Rolling Hills Estates, CA 90274

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Muhammad Khan [VCLOUD@VCLOUDTECH.COM]

Dated: 03/12/2026 04:18:26 pm

Title: CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
83834-03106-036
Ad Date: 02/19/2026

BID OPENING DATE
03/10/2026
11:00 A.M. E.S.T.

BUYER: Deanna Prendergast
dprendergast@nassaucountyny.gov

TELEPHONE
(516) 571-1211

REQUISITION NUMBER
RQIT26000033

OFFICE OF PURCHASING
MAR 10 2026
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Department of Information Technology
240 Old Country Road, 6th floor
Mineola, NY 11501

GUARANTEED DELIVERY DATE
30 **DAYS AFTER RECEIPT OF ORDER**

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER vCloud Tech Inc. **CONTACT EMAIL:** vcloud@vcloudtech.com

ADDRESS 609 Deep Valley Dr. Suite 200

CITY Rolling Hills Estates **STATE** CA **ZIP CODE** 90274 **TELEPHONE** 833-482-5683

Muhammad Khan
SIGNATURE OF AUTHORIZED INDIVIDUAL

Muhammad Khan (CEO)
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: vCloud Tech Inc.

Address: 609 Deep Valley Dr. Suite 200 Rolling Hills Estates, CA 90274

Telephone No: 833-482-5683 Fax No: 323-978-6928

1. State Whether: A Corporation _____

Individual S corporation

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan **BIDDER** CEO **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: vCloud Tech Inc.

ADDRESS: 609 Deep Valley Dr. Suite 200 Rolling Hills Estates, CA 90274

1. STATE WHETHER: CORPORATION S corporation INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT N/A
   VICE PRESIDENT N/A
   SECRETARY N/A
   TREASURER N/A

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? N/A
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? IT reseller

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
S corporation	CEO	13 years	IT reseller	Software hardware

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

IT reseller

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan **BIDDER** CEO **TITLE**

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Westchester County

ADDRESS: 148 Martine Avenue, White Plains, New York, United States, 10601

TELEPHONE: 914-231-1315 CONTACT PERSON Martin A O'Sullivan

CONTRACT DATE: Period of Performance: May 10, 2025 to May 9, 2026

2. REFERENCE'S NAME: Metropolitan Transportation Authority

ADDRESS: 2 Broadway Room B14.06B Manhattan, NY 10004 USA

TELEPHONE: (646) 252-3173 CONTACT PERSON Carlos Moreno

CONTRACT DATE: Start Date: 06/01/2025 End Date: 05/31/2026

3. REFERENCE'S NAME: East Side House Settlement

ADDRESS: 337 Alexander Avenue Bronx, NY 10454

TELEPHONE: 718-665-5250 CONTACT PERSON Mervin Montalban

CONTRACT DATE: 12 Months Subscription Renewal (Quote Date: 4/10/2025)

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan **BIDDER** CEO **TITLE**

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 3/4/2026

Muhammad Khan
(Signature of Bidder)

Print Name: Muhammad Khan

Print Title: CEO

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term

"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities, or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

- https://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:15144991403451:::::

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan _____ CEO _____
BIDDER **TITLE**

INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 30 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: _____ **DAYS AFTER BID OPENING**

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
_____ days.

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BIDDER SIGN HERE Muhammad Khan _____ CEO _____
BIDDER **TITLE**

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON-PERFORMANCE:
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Purchase Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

vCloud Tech Inc.	3/4/2026
CLAIMANT NAME	DATE
Muhammad Khan	CEO
BY (SIGNATURE)	TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

https://www.nassaucountyny.gov/DocumentCenter/View/2735/ClaimVoucherFormBlank?bidId=

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

vCloud Tech Inc.	3/4/2026
Claimant Name	**Date**
Muhammad Khan	CEO
By Signature	**Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

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BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: N/A

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:
N/A

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:

Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 0 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X Muhammad Khan	CEO	3/4/2026
Signature	**Title**	**Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan	CEO
BIDDER	**TITLE**

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 03 day of 04, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:
vCloud Tech Inc.

Address:
609 Deep Valley Dr. Suite 200

Street:
Rolling Hills Estates

City, Town, etc:
CA 90274

Telephone: 833-482-5683 Title: CEO

If applicable, responsible Corporate Officer

Name Muhammad Khan Title CEO

Signature: Muhammad Khan

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan
BIDDER

CEO
TITLE

Procurement Lobbying Law:

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 3/4/2026

Signature: Muhammad Khan

Name: Muhammad Khan

Title: CEO

Contractor Name: vCloud Tech Inc.

Contractor Address: 609 Deep Valley Dr. Suite 200 Rolling Hills Estates, CA 90274

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan (BIDDER) CEO (TITLE)

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

muh

SPECIFICATIONS: NO LOADING DOCK, TRUCK MUST HAVE LIFTGATE AND PALLET JACK
NO ALTERNATES WILL BE ACCEPTED

Item	Qty	Unit	Description	Unit Price	Total Price
1	1	EA	FSA-3000G FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE	$ 86,592.44	$ 86,592.44
2	1	EA	FC-10-SA3KG-1092-02-12 FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX SUB. INCLUDES SANDBOX ENTERPRISE	$ 60,614.71	$ 60,614.71
3	10	EA	FSA-UPG-OFFICE2021-1 FORTISANDBOX-VM MICROSOFT OFFICE 2021 – EXPANSION LICENSE - WIN	$ 1,852.43	$ 18,524.30
4	50	EA	FC1-10-SA3KG-1035-02-12 FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE	$ 320.71	$ 16,035.50
5	50	EA	FSA-LIC-WIN11-1 FORTISANDBOX – LICENSE	$ 320.71	$ 16,035.50

NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

A hard copy of the bid package is to be sent to the following address:

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501

Attn: Deanna Prendergast (Dprendergast@nassaucountyny.gov)
Bid No.: 83834-03106-036

The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) **DO NOT** STAPLE OR BIND THE BID PACKAGE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Muhammad Khan — **BIDDER**

CEO — **TITLE**

NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

vCloud Tech Inc.

Certification Awarded on: March 11, 2024
Expiration Date: March 11, 2029
File ID#: 71706

NEW YORK STATE OF OPPORTUNITY. | Division of Minority and Women's Business Development

A Division of Empire State Development

Outlook

FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE - 83834-03106-036 - COUNTY OF NASSAU

From SLED OPS <SLED_ops@vcloudtech.com>
Date Wed 3/4/2026 11:59 AM
To pa 12010 <pa12010@postalannex.com>

3 attachments (1 MB)
vCloud Quote #Q1DM43316926.pdf; FORTINET SOFTWARE EQUIPMENT & LICENSE - 83834-03106-036.pdf; NY State MWBE.pdf;

Hello,

Please review the attached documents and proceed with printing and mailing them to the address below.

Bid Due Date & time:
03/10/2026 11:00 A.M. E.D.S.T.

Bid Submission Instructions:

- A hard copy of the bid package is to be sent to the following address:
- *Nassau County Office of Purchasing 1 West Street Mineola, NY 11501*
- *Attn: Deanna Prendergast (Dprendergast@nassaucountyny.gov)*
- ***Bid No.**: 83834-03106-036*
- The bid package must be sent in a sealed envelope with the solicitation number written on the envelope. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.
- **Company Name:** vCloud Tech Inc.

Customer Address:
OFFICE OF PURCHASING
Nassau County Office of Purchasing
1 West Street Mineola, NY 11501

Our Address:
From: vCloud Tech Inc.
609 Deep Valley Drive, Suite 200
Rolling Hills Estates, CA 90274
Phone: 833-482-5683

Let me know if you have any questions.

Thank you,

Michael hunt | Sr. Sled Ops Rep
E: SLED_ops@vcloudtech.com

Quote

VCLOUD TECH

Q1DM43316926 | Mar 03, 2026 | Expires: Mar 21, 2026 | FTIN: 46-3104792 | Cage: 77T86 | DUNS: 079508688

BILL TO

Nassau County
Deanna Prendergast
240 Old Country Road, 6th floor
Mineola , NY 11501
dprendergast@nassaucounty ny.gov
(516) 571-1211

SALES REPRESENTATIVE

vCloud Tech Inc. David Mitchell
609 Deep Valley Drive Suite 200. Rollin g Hills Estates. CA 90274
dmitchell@vcloudtech.com
(833) 482-5683 Ext. 979

CONTRACT & QUOTE DETAILS

CONTRACT NAME	CONTRACT NO	PAYMENT TERM	RFQ NUMBER
OM	# N/A	Net 30	83834-03106-036 - FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE

UEI	GRAND TOTAL	SHIPPING
LBTHZ1LB1RQ3 (vCloud Tech Inc)	**$198,092.08**	$289.63

#	PART NO	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
1	FSA-3000G	FortiSandbox-3000GFortinet, Inc. - FSA-3000G	1	$86,592.44	**$86,592.44**
2	FC-10-SA3KG-1092-02-12	FortiSandbox-3000G 1 Year Advanced AI Sandbox subscription. Includes Sandbox Engine, AI Engine/Model, File Query, Real-Time Anti-Phishing (RTAP), Threat Intelligence (IOC), Industrial Security (OT) plus essentia...Contact Carahsoft for full description.Fortinet, Inc. - FC-10-SA3KG-1092-02-12	1	$60,614.71	**$60,614.71**
3	FSA-LIC-WIN11-1	FortiSandbox Windows Licenses Addon FortiSandbox license of Microsoft Windows 11 by 1. No Universal VM included. Upgrade applies to pre-existing term length.Fortinet, Inc. - FSA-LIC-WIN11-1	50	$320.71	**$16,035.50**
4	FC1-10-SA3KG-1035-02-12	FortiSandbox-3000G 1 Year Expands FortiSandbox capacity by 1 VM clone count on Local (including Custom) and Cloud. On high-end, allows up to 200 VMs. Offered as subscription service for new and existing Sandboxing VMs. No Microsoft license included.Fortinet, Inc. - FC1-10-SA3KG-1035-02-12	50	$320.71	**$16,035.50**
5	FSA-UPG-OFFICE2021-1	FortiSandbox Office Licenses Expands FSA (Appliance/VM) licenses of Microsoft Office 2021 by 1. Perpetual Software.Fortinet, Inc. - FSA-UPG-OFFICE2021-1	10	$1,852.43	**$18,524.30**

Subtotal	**$197,802.45**
Sales Tax	**$0.00**
Shipping & Handling	**$289.63**
TOTAL	**$198,092.08**

Additional Notes

ATTENTION - Due to ongoing global supply chain challenges impacting the microelectronics and semiconductor sectors, pricing volatility is expected to persist through 2026. Hardware and related support/services costs are projected to rise steadily throughout the year. Any expired quotes must be refreshed prior to purchase, and we strongly recommend placing orders promptly to lock in current pricing.
By accepting this quote for Fortinet Products, Buyer agrees to the pass-through terms located at https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf and https://www.fortinet.com/content/dam/fortinet/assets/legal/Fortinet-Service-Offering-Terms.pdf

quote

REQUISITION

RQIT26000033 09/FEB/2026

VENDOR:
SHI INTERNATIONAL CORP
5 WEST BANK STREET
COLD SPRING NY 10516-0000
TEL:(800)870-4044
FAX:(845)265-9452

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
J.CARNEY/DOUG RODRIGUEZ
TEL:(516)571-4093
FAX:(516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	838-34	1.00	EA	84,718.8300	84,718.83
	COMMUNICATIONS SECURITY SYSTEM, SOFTWARE/HARDWARE				
FSA-3000G	FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE				
002	838-34	1.00	EA	59,303.1900	59,303.19
	COMMUNICATIONS SECURITY SYSTEM, SOFTWARE/HARDWARE				
FC-10-SA3KG-1092-02-12	FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX SUB. INCLUDES SANDBOX ENTERPRISE				
003	838-34	10.00	EA	.0100	.10
	COMMUNICATIONS SECURITY SYSTEM, SOFTWARE/HARDWARE				
FSA-UPG-OFFICE2021-1	FORTISANDBOX-VM MICROSOFT OFFICE 2021 - EXPANSION LICENSE - WIN				
004	838-34	50.00	EA	313.7700	15,688.50
	COMMUNICATIONS SECURITY SYSTEM, SOFTWARE/HARDWARE				
FC1-10-SA3KG-1035-02-12	FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE				
005	838-34	50.00	EA	313.7700	15,688.50
	COMMUNICATIONS SECURITY SYSTEM, SOFTWARE/HARDWARE				
FSA-LIC-WIN11-1	FORTISANDBOX - LICENSE				

SEND LICENSE KEYS TO DOUG RODRIGUEZ: DRODRIGUEZ@NASSAUCOUNTYNY.GOV

CONTINUED, NEXT PAGE

REQUISITION

RQIT26000033 09/FEB/2026

VENDOR:
SHI INTERNATIONAL CORP
5 WEST BANK STREET

COLD SPRING NY 10516-0000

TEL:(800)870-4044
FAX:(845)265-9452

REQUISITIONER:
IT DEPARTMENT OF INFORMATION TECH
240 OLD COUNTRY ROAD
6TH FLOOR
MINEOLA NY 11501
J.CARNEY/DOUG RODRIGUEZ
TEL:(516)571-4093
FAX:(516)571-3918

~~~~~~

SHIP TO: NASSAU COUNTY I.T. WAREHOUSE
ATTN: GUS KALIN (516)571-0104
100A COUNTY SEAT DRIVE
MINEOLA, NY 11501
NOTE: NO LOADING DOCK, TRUCK MUST HAVE LIFTGATE AND PALLET JACK.
**
BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FLOOR
MINEOLA, NY 11501
EMAIL TO: ITACCOUNTING@NASSAUCOUNTYNY.GOV

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`````````````````````````````````* END *`````````````````````````````````

ESTIMATED TOTAL: 175,399.12
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REQ DOC INQUIRY 2140

OPEN MARKET; QUOTE #27045819
VENDOR EMAIL: FELIPE_MARROQUIN@SHI.COM

A) FORTISANDBOX 3000G TO ENSURE CONTINUED VENDOR SUPPORT, THREAT INTELLIGENCE UPDATES, AND COMPLIANCE.
B) $175,399.12
C) NO
D) NO, THESE ARE THE EXACT ITEMS NEEDED. NO SUBSTITUTIONS ALLOWED.
E) THE CURRENT SYSTEM WILL NO LONGER RECEIVE SECURITY UPDATES, INCLUDING NEW VIRUS DEFINITIONS, WHICH POSES A SECURITY RISK.
F) N/A
G) N/A

# FORMAL BID RECOMMENDATION

BID NUMBER: 83834-03106-036 OPEN: MARCH 10, 2026

TITLE: FORTINET HARDWARE/SOFTWARE EQUIPMENT & LICENSE

DATE: MARCH 12, 2025

TO: DEANNA PRENDERGAST FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: MARCH 12, 2025

To: Supervisor From: *Deanna Prendergast, Buyer*

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Deanna Prendergast
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 3/16/26

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion.

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Boca
Director

| | BID RESULTS |
|---|---|
| Item | Bidder |
| 001 | Recommend this award be given to vCloud Tech Inc. as the lowest responsible bidder meeting specifications and bid terms for all items. |

| OFFICE OF PURCHASING<br>SUMMARY OF BIDS<br>OPENED: March 10, 2026 AT 11:00 A.M.<br>BID NO: 83834-03106-036<br>REQ. NO: RQIT26000033<br>TITLE: FORTINET HARDWARE-SOFTWARE EQUIPMENT & LICENSE | | | | ITEGIX, LLC | | PRINCETON IT SERVICES, INC. | | KAMBRIAN CORPORATION | | K SYSTEMS SOLUTIONS, LLC | | HYPERTEC USA, INC. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | ARTICLE | QTY | UNIT | 1 | | 2 | | 3 | | 4 | | 5 | |
| 1 | FSA-3000G FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE | 1 | Ea. | $87,080.00 | $87,080.00 | $93,673.47 | $93,673.47 | $134,172.58 | $134,172.58 | $121,986.00 | $121,986.00 | $85,173.92 | $85,173.92 |
| 2 | FC-10-SA3KG-1092-02-12 FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX | 1 | Ea. | $60,960.00 | $60,960.00 | $61,989.80 | $61,989.80 | $80,503.56 | $80,503.56 | $65,059.20 | $65,059.20 | $62,307.69 | $62,307.69 |
| 3 | FSA-UPG-OFFICE2021-1 FORTISANDBOX-VM MICROSOFT OFFICE 2021 – EXPANSION LICENSE - WIN | 10 | Ea. | $1,865.00 | $18,650.00 | $1,915.51 | $19,155.10 | $2,551.38 | $25,513.80 | $2,174.66 | $21,746.60 | $1,925.33 | $19,253.30 |
| 4 | FC1-10-SA3KG-1035-02-12 FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE | 50 | Ea. | $323.00 | $16,150.00 | $331.63 | $16,581.50 | $441.73 | $22,086.50 | $376.50 | $18,825.00 | $333.33 | $16,666.50 |
| 5 | FSA-LIC-WIN11-1 FORTISANDBOX – LICENSE | 50 | Ea. | $323.00 | $16,150.00 | $331.63 | $16,581.50 | $441.73 | $22,086.50 | $376.50 | $18,825.00 | $333.33 | $16,666.50 |
| | | | | | | | | | | | | | |
| | | | | | $198,990.00 | | $207,981.37 | | $284,362.94 | | $246,441.80 | | $200,067.91 |
| | | | | | | | | | | | | | |

| OFFICE OF PURCHASING<br>SUMMARY OF BIDS<br>OPENED: March 10, 2026 AT 11:00 A.M.<br>BID NO: 83834-03106-036<br>REQ. NO: RQIT26000033<br>TITLE: FORTINET HARDWARE-SOFTWARE EQUIPMENT & LICENSE | | | | VCLOUD TECH | | CUSTOM COMPUTER SPECIALISTS | | T.C.S. MARINE SERVICES COMPANY | | VPRIME TECH | | SYMBRANT TECHNOLOGIES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | ARTICLE | QTY | UNIT | 6 | | 7 | | 8 | | 9 | | 10 | |
| 1 | FSA-3000G FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE | 1 | Ea. | $86,592.44 | $86,592.44 | $87,412.50 | $87,412.50 | $140,940.00 | $140,940.00 | $88,424.75 | $88,424.75 | $110,160.00 | $110,160.00 |
| 2 | FC-10-SA3KG-1092-02-12 FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX | 1 | Ea. | $60,614.71 | $60,614.71 | $60,547.50 | $60,547.50 | $79,056.00 | $79,056.00 | $61,689.98 | $61,689.98 | $72,900.00 | $72,900.00 |
| 3 | FSA-UPG-OFFICE2021-1 FORTISANDBOX-VM MICROSOFT OFFICE 2021 – EXPANSION LICENSE - WIN | 10 | Ea. | $1,852.43 | $18,524.30 | $1,869.98 | $18,699.80 | $2,666.00 | $26,660.00 | $1,885.29 | $18,852.90 | $2,252.64 | $22,526.40 |
| 4 | FC1-10-SA3KG-1035-02-12 FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE | 50 | Ea. | $320.71 | $16,035.50 | $323.75 | $16,187.50 | $434.00 | $21,700.00 | $326.40 | $16,320.00 | $390.00 | $19,500.00 |
| 5 | FSA-LIC-WIN11-1 FORTISANDBOX – LICENSE | 50 | Ea. | $320.71 | $16,035.50 | $323.75 | $16,187.50 | $434.00 | $21,700.00 | $326.40 | $16,320.00 | $390.00 | $19,500.00 |
| | | | | | | | | | | | | | |
| | | | | | $197,802.45 | | $199,034.80 | | $290,056.00 | | $201,607.63 | | $244,586.40 |
| | | | | | | | | | | | | | |

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: March 10, 2026 AT 11:00 A.M.**
**BID NO: 83834-03106-036**
**REQ. NO: RQIT26000033**
**TITLE: FORTINET HARDWARE-SOFTWARE EQUIPMENT & LICENSE**

| | | | | CONCOURSE TECH, INC. | | LIGHTKUBE, INC. | |
|---|---|---|---|---|---|---|---|
| **ITEM #** | **ARTICLE** | **QTY** | **UNIT** | **11** | | **12** | |
| 1 | FSA-3000G FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE | 1 | Ea. | $87,321.55 | $87,321.55 | $91,574.93 | $91,574.93 |
| 2 | FC-10-SA3KG-1092-02-12 FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX | 1 | Ea. | $60,922.35 | $60,922.35 | $64,119.24 | $64,119.24 |
| 3 | FSA-UPG-OFFICE2021-1 FORTISANDBOX-VM MICROSOFT OFFICE 2021 – EXPANSION LICENSE - WIN | 10 | Ea. | $1,861.84 | $18,618.40 | $1,939.53 | $19,395.30 |
| 4 | FC1-10-SA3KG-1035-02-12 FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE | 50 | Ea. | $322.35 | $16,117.50 | $334.44 | $16,722.00 |
| 5 | FSA-LIC-WIN11-1 FORTISANDBOX – LICENSE | 50 | Ea. | $322.35 | $16,117.50 | $334.44 | $16,722.00 |
| | | | | | | | |
| | | | | | $199,097.30 | | $208,533.47 |
| | | | | | | | |

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: March 10, 2026 AT 11:00 A.M.**
**BID NO: 83834-03106-036**
**REQ. NO: RQIT26000033**
**TITLE: FORTINET HARDWARE-SOFTWARE EQUIPMENT & LICENSE**

| ITEM # | ARTICLE | QTY | UNIT | ITEGIX, LLC | PRINCETON IT SERVICES, INC. | KAMBRIAN CORPORATION | K SYSTEMS SOLUTIONS, LLC | HYPERTEC USA, INC. | VCLOUD TECH | CUSTOM COMPUTER SPECIALISTS | T.C.S. MARINE SERVICES COMPANY | VPRIME TECH | SYMBRANT TECHNOLOGIES | CONCOURSE TECH, INC. | LIGHTKUBE, INC. | DETAILS OF AWARD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | TO NO. | AMOUNT |
| 1 | FSA-3000G FORTISANDBOX-3000G SANDBOXING HARDWARE APPLIANCE FOR ENTERPRISE | 1 | Ea. | 87080.00 | 93673.47 | 134172.58 | 121986.00 | 85173.92 | 86592.44 | 87412.50 | 140940.00 | 88424.75 | 110160.00 | 87321.55 | 91574.93 | | |
| 2 | FC-10-SA3KG-1092-02-12 FORTISANDBOX-3000G 1YR ADVANCED AI SANDBOX | 1 | Ea. | 60960.00 | 61989.80 | 80503.56 | 65059.20 | 62307.69 | 60614.71 | 60547.50 | 79056.00 | 61689.98 | 72900.00 | 60922.35 | 64119.24 | | |
| 3 | FSA-UPG-OFFICE2021-1 FORTISANDBOX-VM MICROSOFT OFFICE 2021 – EXPANSION LICENSE - WIN | 10 | Ea. | 1865.00 | 1915.51 | 2551.38 | 2174.66 | 1925.33 | 1852.43 | 1869.98 | 2666.00 | 1885.29 | 2252.64 | 1861.84 | 1939.53 | | |
| 4 | FC1-10-SA3KG-1035-02-12 FORTISANDBOX-3000G 1YR EXPANDS FORTISANDBOX CAPACITY BY 1 VM CLONE | 50 | Ea. | 323.00 | 331.63 | 441.73 | 376.50 | 333.33 | 320.71 | 323.75 | 434.00 | 326.40 | 390.00 | 322.35 | 334.44 | | |
| 5 | FSA-LIC-WIN11-1 FORTISANDBOX – LICENSE | 50 | Ea. | 323.00 | 331.63 | 441.73 | 376.50 | 333.33 | 320.71 | 323.75 | 434.00 | 326.40 | 390.00 | 322.35 | 334.44 | | |
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| PRPARED BY | | | TERMS | NET | NET | NET | NET | NET | NET | NET | 1% | NET | NET | NET | 1% | | |

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 3/10/26

PUBLIC BID OFFICER

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 30, 2025

Nassau County Office of Purchasing
1 WEST ST,
MINEOLA NY 11501

## Account Information:

| | |
|---|---|
| **Policy Holder Details :** | **vCloud Tech Inc** |

### Contact Us

**Need Help?**
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>NUTMEG INS AGENCY INC/PHS<br>76210775<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (888) 925-3137 **FAX (A/C, No):**<br>E-MAIL ADDRESS: |
| **INSURED**<br>vCloud Tech Inc<br>609 DEEP VALLEY DR STE 200<br>ROLLING HILLS CA 90274-3614 | **INSURER(S) AFFORDING COVERAGE** — **NAIC#**<br>**INSURER A :** Hartford Underwriters Insurance Company — 30104<br>**INSURER B :** Hartford Casualty Insurance Company — 29424<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 76 SBU BR9YMG | 11/01/2025 | 11/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | 76 SBU BR9YMG | 11/01/2025 | 11/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| A | [X] **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ 10,000 | | | 76 SBU BR9YMG | 11/01/2025 | 11/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $2,000,000<br>$2,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/ A | | 76 WEG AE1CFJ | 11/01/2025 | 11/01/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Employment Practices Liability Insurance | | | 76 SBU BR9YMG | 11/01/2025 | 11/01/2026 | Each Claim Limit<br>Annual Aggregate Limit | $25,000<br>$25,000 |

***DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES*** **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

**CERTIFICATE HOLDER**

Nassau County Office of Purchasing
1 WEST ST,
MINEOLA NY 11501

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

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**The ACORD name and logo are registered marks of ACORD**

# A-30-26 ADDITIONAL INFORMATION

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 APR 10 P 1:24

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Muhammad Khan
   Date of birth: 02/24/1981
   Home address: 13336 Riverhill Rd, Frisco, Texas, 75033
   City: Frisco State/Province/ Territory: CA Zip/Postal Code: 75033
   Country: US

   Business Address: Rolling Hills Estates, Deep Valley Drive Suite 200
   City: Rolling Hills Estates State/Province/ Territory: CA Zip/Postal Code: 90274
   Country US
   Telephone: 8334825683

   Other present address(es): Rolling Hills Estates, Deep Valley Drive Suite 200
   City: Rolling Hills Estates State/Province/ Territory: CA Zip/Postal Code: 93301
   Country: US
   Telephone: 08334825683

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 06/20/2013 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
TopCorp LLC,TopStar Holding LLC,vCloud Gov Inc,vCloud Choice Inc

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
vCloud Gov Inc

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Muhammad Khan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Muhammad Khan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

vCloud Tech Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Muhammad Khan MKHAN@VCLOUDTECH.COM

CEO

Title

04/09/2026 06:31:34 pm

Date

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/07/2025

1) Proposer's Legal Name: vCloud Tech Inc.

2) Address of Place of Business: 609 Deep Valley Drive Suite 200

City: Rolling Hills Estates State/Province/ Territory: CA Zip/Postal Code: 90274

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 079508688

5) Federal I.D. Number: 46-3104792

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
vCloud Gov Inc & vCloud Choice Inc

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

vCloud Choice Inc, vCloud Gov Inc. TopCorp LLC, Topstar Holdings LLC

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest should arise guidance should be sought from the County, and vCloud Tech would take proper measures to correct the situation at earliest convenience possible.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/23/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Muhammad Khan (CEO)
609 Deep Valley Drive Suite 200
Rolling Hills Estates 90274 Unites States

iii) Name, address and position of all officers and directors of the company. If none, explain.

Muhammad Khan (CEO)
609 Deep Valley Drive Suite 200
Rolling Hills Estates 90274 Unites States

iv) State of incorporation (if applicable);

CA

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

43900000

vii) Summary of relevant accomplishments

N/A

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

13

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

vCloud Tech is a purpose driven consulting organization focused on driving customer adoption to cloud, innovating new technologies, modernizing applications, digitization of data and providing secure platforms for the modern datacenters. vCloud was born in the era of cloud first, mobile first and software-defined everything. We've come together to enable innovation at scale and built thriving relationships with our many technology partners and customers. At vCloud Tech, we believe we can fuel innovation and unleash the full potential of organizations globally. Our top-notch talent, expertise and cloud-first approach are committed to our customer's growth. Our core expertise is in native software development and testing, Cloud Technologies, Cloud Migration solutions, Virtualization and software licensing and audit where we take out complexities and increasing productivity.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Osceola County
Contact Person Levi Stanislas

| | | | |
|---|---|---|---|
| Address | Osceola County Information Technology 1 Courthouse Square Suite 2200 | | |
| City | Kissimmee, FL 34741 | State/Province/Territory | FL |
| Country | US | | |
| Telephone | (407) 742-5723 | | |
| Fax # | (407) 742-5723 | | |
| E-Mail Address | levi.stanislas@osceola.org | | |

| | | | |
|---|---|---|---|
| Company | State of Tennessee | | |
| Contact Person | Kim Wright | | |
| Address | 901 5TH AVENUE NORTH DATA CENTER | | |
| City | NASHVI LLE TN 37243-0291 | State/Province/Territory | TN |
| Country | US | | |
| Telephone | (615) 741-7870 | | |
| Fax # | (615) 741-7870 | | |
| E-Mail Address | Kim.Wright@tn.gov | | |

| | | | |
|---|---|---|---|
| Company | State of West Virginia | | |
| Contact Person | Dusty Smith | | |
| Address | 2019 Washington Street East | | |
| City | Charleston | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (304) 558-9398 | | |
| Fax # | (304) 558-9398 | | |
| E-Mail Address | dusty.j.smith@wv.gov | | |

I, Muhammad Khan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Muhammad Khan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: vCloud Tech Inc.

Electronically signed and certified at the date and time indicated by:
Muhammad Khan MKHAN@VCLOUDTECH.COM

CEO
Title

04/08/2026
Date

Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN -5 P 12:49

# Staff Summary A-33-2026

| | |
|---|---|
| Subject: HVAC Duct Work Cleaning – Plan B (S/B # 91036-02196-013) | Date: April 01, 2026 |
| Department: Shared Services, Office of Purchasing | Vendor Name: Total Environmental Restoration Solutions Inc. |
| Department Head Name: Melissa Gallucci | Contract Number: A-33-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Timothy Funaro Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Initial** | **Approval** | **Date & Initial** | **Approval** |
| 4/29/2026 BB | Chief Procurement Officer | MW 6/2/26 | Budget |
| 5/4/2026 KW | County Attorney | MW 6/2/26 | County Executive |
| 5/4/2026 KW | Insurance | | |

Rev. 03/2024

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

**Purpose:** To authorize and award a blanket purchase order for HVAC Duct Work Cleaning – Plan B for various Nassau County Departments

**Discussion:** This solicitation was advertised in the New York Post, New York State Contract Reporter and posted on Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

| **Vendors Viewed the solicitation: 24*** | **Vendors bid on this solicitation: 3** |
|---|---|
| 10 Woman Owned business | 1 Woman Owned Business |
| 8 Minority (African/American) | 0 Minority (African/American) |
| 17 Small Business | 2 Small Business |
| 1 Service Disabled (Veteran) Owned | 0 Service Disabled (Veteran) Owned |
| 1 Veteran Owned Business | 0 Veteran Owned Business |
| 4 None of the Above | 0 None of the Above |

The Identified lowest responsible bidder is Total Environmental Restoration Solutions Inc. (TERS) is listed as a small business in the above categories. ***Some vendors listed themselves in multiple categories.**

**Impact on Funding/Term:** The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Two Million Two Hundred Thousand dollars ($2,200,000.00)from general funds PWGEN0640, and PWCAPCAP. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Total Environmental Restoration Solutions Inc. (TERS) as the lowest responsible bidder meeting specifications.

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC. (TERS),

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 91036-02196-013 for HVAC Duct Work Cleaning – Plan B for various Nassau County Departments as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that Total Environmental Restoration Solutions Inc. (TERS) meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Total Environmental Restoration Solutions Inc. (TERS).

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-33-2026**

**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** April 01, 2026

**SUBJECT:** RESOLUTION – VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION TWO HUNDRED THOUSAND DOLLARS ($ 2,200,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC. (TERS) FOR HVAC DUCT WORK CLEANING – PLAN B.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Gary Shaked [GS@TERS.COM]

Dated: 04/02/2026 07:36:49 pm

Vendor: Total Environmental Restoration Solution

Title: President

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/03/2026

1) Proposer's Legal Name: Total Environmental Restoration Solution Inc.

2) Address of Place of Business: 16 Carol Avenue Unit 3

City: West Haverstraw State/Province/ Territory: NY Zip/Postal Code: 10993

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country: US

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 02-108-8499

5) Federal I.D. Number: 562514740

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

none

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

none

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

none

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

TERS personnel are not allowed to be involved in any other business, services, lobbying, etc.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/25/2005

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Gary Shaked
200 E 90th St.
Apt. 21H
New York, NY 10128

iii) Name, address and position of all officers and directors of the company. If none, explain.

Gary Shaked
200 E 90th St.
Apt. 21H
New York, NY 10128

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

12

vi) Annual revenue of firm;

1200000

vii) Summary of relevant accomplishments

Gary (Gadi) Shaked specializes in Indoor Environmental Diagnosis and Restoration and has a long and distinguished career in private industry, academia, and government. With more than 30 years of practical experience in the U.S. and abroad, we are true pioneering experts in the field. Total Environmental Restoration Solutions Inc. (TERS) Inc. is the #1 GREEN Environmental and Restoration Company.
For more than 30 years, we have been personally involved in planning, designing, performance, recovery & restoration of indoor environments affected by microbial, fire, and water damage, as well as diagnosis and remediation in several million square feet of industrial and non-industrial buildings, such as schools, hospitals office buildings, and residential buildings.
Experience:
Over 15,000 sites assessment and inspections.
Over 20,000 projects of Remediation & Environmental Cleanup.
Over $60,000.000 fire & water damage mitigation projects.
Over $30,000,000 Mold Remediation

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

17

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Skills:

- Indoor Environment: Testing & Solutions
- Disasters Recovery & Clean-Up
- Environmental Emergency Decontamination & Clean-Up
- Indoor Air Quality: Testing & Solutions
- Mold Testing & Remediation
- Fire & Water Damage Mitigation
- Fire & Water Damage Restoration
- Documents & Books Restoration and Decontamination
- Documents & Archives Digitization
- Biohazard Testing & Remediation
- Electronics Restoration and Decontamination
- Machines Restoration and Decontamination
- Art Restoration and Decontamination
- Asbestos Monitoring and Removal
- Lead Testing & Remediation
- Radon Measurement and Mitigation
- Crime Scene Cleanup

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|---|---|---|---|
| Company | Nassau Community College | | |
| Contact Person | Mr. Robert F. Ramirez, M.S., CSP, CEFP, SMS | | |
| Address | One Education Drive, | | |
| City | Garden City | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 572-7781 | | |
| Fax # | | | |
| E-Mail Address | robert.ramirez@ncc.edu | | |

| | | | |
|---|---|---|---|
| Company | Teachers College Columbia University | | |
| Contact Person | Mr. Edward Kurzum | | |
| Address | 525 W 120th St, | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 678-4017 | | |
| Fax # | | | |
| E-Mail Address | Kurzum@exchange.tc.columbia.edu | | |

| | | | |
|---|---|---|---|
| Company | Eileen Fisher Inc. | | |
| Contact Person | Peter Joslin | | |
| Address | 1 Bridge St, | | |
| City | Irvington | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 721-4142 | | |
| Fax # | | | |
| E-Mail Address | pjoslin@eileenfisher.com | | |

I, Gary Shaked , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gary Shaked , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Total Environmental Restoration Solution

Electronically signed and certified at the date and time indicated by:
Gary Shaked GS@TERS.COM

President
Title

04/03/2026
Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Gary Shaked
   Date of birth: 12/30/1966
   Home address: 200 E 90th St, Apt 21h
   City: New York State/Province/Territory: NY Zip/Postal Code: 10128
   Country: US

   Business Address: 16 Carol Avenue Unit 3
   City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993
   Country US
   Telephone: 9147070183

   Other present address(es): 16 Carol Avenue Unit 3
   City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993
   Country: US
   Telephone: 9147070183

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | 05/25/2005 | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 05/25/2005 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I'm the 100% Owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Gary Shaked , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gary Shaked , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Total Environmental Restoration Solution

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gary Shaked GS@TERS.COM

President

Title

04/03/2026 10:50:14 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Total Environmental Restoration Solutions Inc.

Address: 16 Carol Avenue Unit 3

City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993

Country: US

2. Entity's Vendor Identification Number: 562514740

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Gary Shaked
200 E 90th St.
Apt. 21H
New York, NY 10128

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

16 Carol Avenue Unit 3

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Gary Shaked [GS@TERS.COM]

Dated: 04/03/2026 10:54:14 am

Title: President

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

## COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
91036-02196-013

Dated: Ad. 01/22/2026

BID OPENING DATE
February 19, 2026
11:00 A.M. E.D.S.T.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| Timothy Funaro | 516-571-7720 | N/A |

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

OFFICE OF PURCHASING
MAR – 3 2026
OPENED 11AM

BID TITLE: HVAC Duct Work Cleaning – Plan B

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 2 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

| DELIVERY MADE TO | GUARANTEED DELIVERY DATE |
|---|---|
| Various Nassau County Locations | 1 DAYS AFTER RECEIPT OF ORDER |
| | EMPLOYERS FEDERAL TAX ID NUMBER 56-2514740 |

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Total Environmental Restoration Solutions, Inc.

ADDRESS 16 Carol Avenue Unit 3

CITY West Haverstraw STATE NY ZIP CODE 10993 TELEPHONE 914-707-0183

Paul Dlouhy — SIGNATURE OF AUTHORIZED INDIVIDUAL

Paul Dlouhy Manager — PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

### BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES. The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY. In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6 SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7 Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award, and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9 The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13 When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224 2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

# DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Total environmental Restoration Solutions

Address: 16 Carol Avenue unit 3 west Haverstraw, NY 10993

Telephone No: 914-707-0183 Fax No: 866-805-3225

1. State Whether: A Corporation C-corp

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.) – Listed on Page 4 – Gary Shaked address (owner)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE Paul Dlouhy [signature] Manager
BIDDER TITLE

## QUALIFICATION STATEMENT

BIDDER'S NAME: Total Environmental Restoration Solutions, Inc.

ADDRESS: 16 Carol Avenue Unit 3

1. STATE WHETHER: CORPORATION C-corp INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Gary Shaked 200 East 90th St Apartment 21H New York, NY 10128
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____
   IF SO WHEN? Yes. 2021 with Nassau Community College

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 21

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? no
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Mold abatement, asbestos abatement, lead abatement, water and fire damage, document and electronics restoration/drying

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

| INDIVIDUALS NAME | PRESENT POSITION | YEARS OF EXPERIENCE | MAGNITUDE AND TYPE OF WORK | IN WHAT CAPACITY |
|---|---|---|---|---|
| Gary Shaked | President | 35 | commercial and residential large and small scale | supervisor |
| Paul Dlouhy | Manager / CEO | 13 | commercial and residential large and small scale | Manager |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
reviewed the specifications and understand this is a County-wide on-call duct cleaning contract. No site inspection is applicable.
Our approach is based on extensive municipal experience performing this work.

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION Gary Shaked-owner

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy Paul Dlouhy 2/12/26 Manager
**BIDDER** **TITLE**

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Columbia University - Teachers College

ADDRESS: 525 W 120th Street New York, New York 10027

TELEPHONE: 212-678-4017 CONTACT PERSON Edward Kurzum

CONTRACT DATE: 10+ years and ongoing

e-mail esk2147@tc.columbia.edu

2. REFERENCE'S NAME: Rotner Management

ADDRESS: 330 East 71st Street Ste 1E New York, NY

TELEPHONE: 212-879-7737 CONTACT PERSON Lana Kazhdan

CONTRACT DATE: 7+ years and ongoing

e-mail lanak.management@gmail.com

3. REFERENCE'S NAME: Suny Stony Brook

ADDRESS: 100 Nicolls Road Stony Brook, NY 11794

TELEPHONE: 631-559-6969 CONTACT PERSON Richard Adkins

CONTRACT DATE: 2021 - 2026

e-mail richard.j.adkins@stonybrook.edu

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE Paul Dlouhy [signature] BIDDER Manager TITLE

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

yes - Paul Dlouhy

2/12/26 x Paul Dlouhy

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy 2/12/26 Manager
BIDDER TITLE

## IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

*PLEASE CHECK ONE:*

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 2/12/26

Paul Dlouhy

(Signature of Bidder)

Print Name: Paul Dlouhy

Print Title: Manager

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy — **BIDDER** — 2/12/26 Manager — **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy — **BIDDER**

2/12/26 Manager — **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

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**BIDDER** **TITLE**

replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. *The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.*

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

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**BIDDER** **TITLE**

**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- *The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.*
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**M/WBE, SDVOB and DBE Participation**: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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**BIDDER** **TITLE**

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

**PLEASE NOTE:**

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

## REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract
document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

**Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.**

***Ordinance # 153-2018***

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

| Value of Contract | Administrative Fee |
|---|---|
| $0-$10,000 | $0 |
| Over $10,000-$50,000 | $160 |
| Over $50,000-$100,000 | $266 |
| Over $100,000 | $533 |

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

***Ordinance # 72-2014***

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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BIDDER SIGN HERE Paul Dlouhy Paul M / Manager

BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91036-02196-013

## INTENT

**SCOPE**: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **HVAC Duct Work Cleaning – Plan B** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

**PERIOD COVERED**: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

**FIRM PRICES** Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

**Delivery to be made** _____ **Days A/R/O.** P.D. Paul Dlouhy

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE Paul Dlouhy _____ Manager _____
BIDDER TITLE

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT: THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED: THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED: AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Total Environmental Restoration Solutions — 2/12/26
CLAIMANT NAME — DATE

Paul Dlouhy — Manager
BY (SIGNATURE) — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

**http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf**

**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

**If a claim voucher is not being submitted, the following certification MUST appear on the invoice:**

**I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.**

Total Environmental Restoration Solutions — 2/12/26
**Claimant Name** — **Date**

Paul Dlouhy — Manager
**By Signature** — **Title**

**CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.**

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have

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**BIDDER** — **TITLE**

arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

BIDDER SHALL STATE WARRANTY
PERIOD: 1 year

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

NO COST - client needs to follow
nadca standards

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 365 **DAYS AFTER BID OPENING**

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
365 days.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as

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Manager — **TITLE**

an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**PROTECTION FROM CLAIM AGAINST "OR EQUAL":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOCKS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy Manager
BIDDER TITLE

**COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: Palomar Excess Surplus Insurance Company
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): Penn American Insurance Company

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**PRODUCT LIABILITY INSURANCE**: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**NON PERFORMANCE**

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

**DISCLAIMER**

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

**EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE Paul Dlouhy PW DV Manager
BIDDER TITLE

# NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

## FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED MSDS Sheets DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X Paul Dlouhy
**Signature**

Manager
**Title**

2/12/26
**Date**

Paul Dlouhy

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy Paul Dlouhy
**BIDDER**

Manager
**TITLE**

**ACCESS CLAUSE:** Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

**VENDOR RESPONSIBILITY CRITERIA**: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**IMPORTANT NOTE**: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Blouky — BIDDER

Manager — TITLE

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this February day of 12th, 20 25 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:
Tuner Environmental Restoration Solutions, Inc.

Address:

Street:
16 Carol Avenue Unit 3

City, Town, etc:
West Haverstraw New York - 10993

Telephone: 914-707-0183 Title: Owner

If applicable, responsible Corporate Officer

Name Paul Dlouhy Title Manager

Signature: Paul Dlouhy Paul Dlouhy Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy Paul Dlouhy **BIDDER** Manager **TITLE**

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

**Offeror Certification:**

**Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).**

**Date:** 2/12/26

**Signature:** Paul Dlouhy Paul Dlouhy

**Name:** Paul Dlouhy

**Title:** Manager

**Contractor Name:** Total Environmental Restoration Solutions, Inc

**Contractor Address:** 16 Carol Avenue Unit 3 West Haverstraw New York 10993

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy Paul Dlouhy (BIDDER) Manager (TITLE)

**GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538** **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy — **BIDDER** — Manager — **TITLE**

**GENERAL CONDITIONS:**

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy — **BIDDER**

Manager — **TITLE**

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy Manager
**BIDDER** **TITLE**

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the ~~requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid~~ individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor

Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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Manager — **TITLE**

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Gary Shaked (Name)

200 East 90th St Apartment 21H New York, NY 10128 (Address)

914-707-0183 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements

of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/17/26
Dated

Paul Dlouhy
Signature of Chief Executive Officer

Paul Dlouhy
Name of Chief Executive Officer

Sworn to before me this

17 day of February, 2026.

Catherine A Campos
Notary Public

CATHERINE A. CAMPOS
Notary Public – State of New York
No.01CA6416530
Qualified in Rockland County
Commission Expires 04/19/2026

CATHERINE A. CAMPOS
Notary Public – State of New York
No.01CA6416530
Qualified in Rockland County
My Commission Expires 04/19/2026

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BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy Manager
BIDDER TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. *Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be* less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. *Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of* three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future *bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever* is greater", or similar language.

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Manager — **TITLE**

**RECORD RETENTION**: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

**Governing Law** – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**PRE BID SITE VISITS:** The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____for an appointment to visit the site.

## Estimated Annual Usage Approximately $350,000.00

## Prevailing wages are applicable to this bid use janitor porter cleaner rate from article 9

## In the event of a repair is needed use, Sheetmetal worker rate from article 8.

## Specifications:

**Part 1 – Special Provisions**
- 1.01 Qualification of the HVAC System Cleaning Contractor
  - (A) Membership
  - (B) Certification
  - (C) Supervisor Qualifications
  - (D) Experience
  - (E) Equipment, Materials and Labor
  - (F) Licensing
- 1.02 Standards
  - (A) NADCA Standards
- 1.03 Documents
  - (A) Mechanical Drawings

**Part 2 – HVAC System Cleaning Specifications and Requirements**
- 2.01 Scope of Work
  - (A) Scope
- 2.02 HVAC System Inspections and Site Preparations
  - (A) HVAC System Evaluation
  - (B) Site Evaluation and Preparations
  - (C) Inspector Qualifications

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Manager — TITLE

2.03 General HVAC System Cleaning Requirements
- (A) Containment
- (B) Particulate Collection
- (C) Controlling Odors
- (D) Component Cleaning
- (E) Air-Volume Control Devices
- (F) Service Openings
- (G) Ceiling sections (tile)
- (H) Air distribution devices (registers, grilles & diffusers)
- (I) Air handling units, terminal units, blowers and exhaust fans
- (J) Duct Systems

2.04 Health and Safety
- (A) Safety Standards
- (B) Occupant Safety
- (C) Disposal of Debris

2.05 Mechanical Cleaning Methodology
- (A) Source Removal Cleaning Methods
- (B) Methods of Cleaning Fibrous Glass Insulated Components
- (C) Damaged Fibrous Glass Material
- (D) Cleaning of coils
- (E) Biocidal Agents and Coatings

2.06 Cleanliness Verification
- (A) General
- (B) Visual Inspection
- (C) Verification of Coil Cleaning

2.07 Pre-existing System Damage
2.08 Post-project Report
2.09 Applicable Standards and Publications

30 N.Y.F.D Certificate of fitness*

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Dlouhy [signature] Manager
BIDDER TITLE

## NADCA General Specifications

### Part 1 -- Special Provisions

1.01 Qualification of the HVAC System Cleaning Contractor

(A) Membership. The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) and Indoor Air Quality Association (IAQA).

(B) Certification. The HVAC system cleaning contractor shall have a minimum of two (2) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, and one (1) full time Certified Mold Remediator. The Mold Remediator certification may be by the American Indoor Air Quality Council or American Council for Accreditation Certification as the IAQA no longer certifies mold remediation.

(C) Supervisor Qualifications. A person certified as an ASCS by NADCA, or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.

(D) Experience. The HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the **County**. Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.

(E) Equipment, Materials and Labor. The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. For work performed in countries outside of the U.S.A., contractors should comply with applicable national safety codes and standards.

2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.

3. Contractor shall submit to the **County** all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

(F) Licensing. The HVAC system cleaning contractor shall provide proof of

maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

1.02 Standards

(A) NADCA Standards. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA).

1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.

2. NADCA Standards must be followed with no modifications or deviations being allowed unless authorized by the County on a project by project basis.

(B) IAQA Standards. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the American Indoor Air Quality Association or other affiliated association.

1.03 Documents

(A) Mechanical Drawings: The **County** shall provide the HVAC system cleaning contractor with one copy of the following documents:

1. Project drawings and specifications

2. Approved construction revisions pertaining to the HVAC system

3. Any existing indoor air quality (IAQ) assessments or environmental reports prepared for the facility.

**Part 2 – HVAC System Cleaning Specifications and Requirements**

2.01 Scope of Work

(A) Scope: This section defines the ***minimum*** requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

**Note:** Users of this specification must modify the above paragraph to succinctly and specifically define those systems and components requiring cleaning.

2.02 HVAC System Component Inspections and Site Preparations

(A) HVAC System Component Inspections. Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

1. Damaged system components found during the inspection shall be documented and brought to the attention of the **County**.

(B) Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

(C) Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

2.03 General HVAC System Cleaning Requirements

(A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process

(B) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building

(C) Controlling Odors. Measures shall be employed to control odors and/or mist vapors during the cleaning process.

(D) Component Cleaning. Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices. Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

(F) Service Openings. The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.

2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.

3. Closures must not significantly hinder, restrict, or alter the airflow within the system.

4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.

5. Openings must not compromise the structural integrity of the system.

6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.

7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.

8. Rigid fiber glass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.

9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the **County** in project report documents.

(G) Ceiling sections (tile). The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

(H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.

(I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:

1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.

2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.

3. Clean all coils and related components, including evaporator fins.

(J) Duct Systems. Contractor shall:

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.

2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

2.04 Health and Safety

(A) Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety. No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris. All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

2.05 Mechanical Cleaning Methodology

(A) Source Removal Cleaning Methods. The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.

2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.

3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.

4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

(B) Methods of Cleaning Fibrous Glass Insulated Components

1. Fibrous glass thermal or acoustical insulation elements present in

removal of surface deposits and debris

3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.

4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

2.06 Cleanliness Verification

(A) General. Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

(B) Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the **County** reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.

2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

3. NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature.

(C) Verification of Coil Cleaning

1. Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

2.07 Pre-existing System Damage

(A) Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

2.08 Post-project Report

(A) At the conclusion of the project, the Contractor shall provide a report to the **County** indicating the following:

1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.

2. Areas of the system found to be damaged and/or in need of repair

2.09 Applicable Standards and Publications: The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

(A) National Air Duct Cleaners Association (NADCA). "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004

(B) National Air Duct Cleaners Association (NADCA). "Understanding Microbial Contamination in HVAC Systems," 1996

(C) National Air Duct Cleaners Association (NADCA). "Introduction to HVAC System Cleaning Services," 2004.
(D) National Air Duct Cleaners Association (NADCA). Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004

(E) Underwriters' Laboratories (UL). UL Standard 181.

(F) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE). Standard 62-89, "Ventilation for Acceptable Indoor Air Quality"

(G) Environmental Protection Agency (EPA). "Building Air Quality," December 1991.

(H) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA). "HVAC Duct Construction Standards - Metal and Flexible," 1985.

(I) North American Insulation Manufacturers Association (NAIMA). "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

**Insurance**

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. Pollution Liability insurance with operations covering at minimum sampling, emergency response, mold remediation, fire/water restoration, mold evaluations, and duct cleaning, in an amount not less than two million ($2,000,000.00) dollars.

iii. Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person per accident, for bodily injury and not less than One Hundred Thousand ($100,000.00) for property damage per occurrence.

iv. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

v. Professional Liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, Certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

RESPONSE TIME 3 hours HRS **PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:**

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES include first 3 hours of labor and travel time $405 Article 8

B2) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES first 2 hours of labor and travel time $250 Article 9

B3) REGULAR HOURLY RATE at $$135/hr. Article 8

B4) REGULAR HOURLY RATE at $$42/hr. Article 9

B5) EACH ADDITIONAL QUARTER HOUR at $$33.75/¼ hr. Article 8

B6) EACH ADDITIONAL QUARTER HOUR at $$10.50/¼ hr. Article 9

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** Paul Dlouhy — **BIDDER** — Manager — **TITLE**

PARTS:

B7) MANUFACTURER'S LIST PRICE (MLP) LESS 18 %

B8) COST PLUS % 10 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 365 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B9) MINIMUM CHARGE (IF ANY) $500 Article 8

B10) MINIMUM CHARGE (IF ANY) $300 Article 9

B11) REGULAR HOURLY RATE at $202.50 /hr. Article 8

B12) REGULAR HOURLY RATE at $63 /hr. Article 9

B13) EACH ADDITIONAL QUARTER HOUR at$ 50.63 / ¼ hr. Article 8

B14) EACH ADDITIONAL QUARTER HOUR at$ 15.75 / ¼ hr. Article 9

**Additional services locations can be added to this blanket purchase order by written quote and amendment.**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy Manager
BIDDER TITLE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Paul Dlouky
BIDDER

Manager
TITLE

CONTEC®

# Material Safety Data Sheet

## 1. Identification of Substance / Preparation and Company

**Part Number** PS-3212F

**Product Description** Sporicidin® Disinfectant Fresh Scent

**Distributor**
Contec, Inc.
525 Locust Grove
Spartanburg, SC 29303 USA
Tel: 1-864-503-8333
msds@contecinc.com
www.contecinc.com

**In case of Emergency**
Chemtrec®
US: 1-800-424-9300
International: 1-703-527-3887

## 2. Composition / Information on Ingredients

| Hazardous Ingredients | Concentration (% by volume) | CAS Number |
|---|---|---|
| Phenol | 1.56% | 108-95-2 |
| Sodium Phenate | 0.06 | 139-02-6 |

## 3. Hazards Identification

**Emergency Overview** May cause moderate eye irritation.

**Potential Health Effects**

**Eyes** May cause irritation on direct contact.

**Skin** May cause very mild irritation.

**Inhalation** Not an expected route of exposure, but may be irritant to those with chemical sensitivity.

**Ingestion** May cause nausea, vomiting.

## 4. First Aid Measures

**Eye Contact** Check for and remove contact lenses. In case of contact with eyes, immediately flush thoroughly with water for at least 15 minutes, lifting eyelids occasionally. Seek medical attention.

**Skin Contact** Wash thoroughly with soap and water. Remove and dispose of contaminated clothing. Seek medical attention if symptoms appear.

**Inhalation** If inhaled, remove to fresh air. If not breathing, administer artificial respiration. If rapid recovery does not occur, seek medical attention.

**Ingestion** Do not induce vomiting. If vomiting occurs spontaneously, keep head below hips to prevent aspiration. Never give anything by mouth to an unconscious person. Get medical attention.

## 5. Fire Fighting Measures

**Flammable Limits** N/A

**Flash Point** N/A

**Fire and Explosion Hazards** N/A

**Specific Hazards** N/A

**Extinguishing Media** N/A

**Unsuitable Extinguishing Media** N/A

**Protective Equipment for Fire Fighters** N/A

**Additional Advice** N/A

## 6. Accidental Release Measures

**Containment Procedures** In the event of a spill, evacuate the area of all unnecessary personnel. Wear suitable protective equipment as listed under *EXPOSURE CONTROLS / PERSONAL PROTECTION*. Contain the spill and eliminate its source, if this can be done without risk.

**Clean-up Procedure** Take up and containerize for proper disposal as described under *DISPOSAL CONSIDERATIONS*. Comply with all government regulations on reporting releases.

## 7. Handling and Storage

**Handling Procedures** Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling. As with all chemicals, wear suitable protective clothing, gloves, and eye protection for prolonged contact.

**Storage Procedures** Keep container closed. Keep out of reach of children.

## 8. Exposure Controls / Personal Protection

**Component Exposure Limits**

**OSHA PEL (phenol/sodium phenate)** 5 ppm (19 $mg/m^3$)

**ACHIG TLV (phenol/sodium phenate)** 5 ppm (19 $mg/m^3$)

**Engineering and Administrative Controls** Should be implemented to reduce exposure. Use in an area with adequate ventilation.

**Personal Protective Equipment** As prescribed in the OSHA Standard for Personal Protective Equipment (29 CFR 1910.132), employers must perform a Hazard Assessment of all workplaces to determine the need for, and selection of, proper protective equipment for each task performed. Impervious gloves, such as nitrile rubber, should be worn to prevent skin contact. Safety glasses with side shields must be worn at all times. If splash hazard exists, safety eyewear should be upgraded to include chemical splash goggles.

**Hygiene** Wash hands thoroughly after handling. Do NOT take internally. Eyewash and safety equipment should be readily available.

**Respiratory** If ventilation is not sufficient to effectively prevent buildup of aerosols or mists, appropriate NIOSH / MSHA respiratory protection must be provided.

## 9. Physical and Chemical Properties

The following delineates the physical and chemical properties for the Sporicidin® disinfectant solution itself.

**Flash Point** N/A

**Boiling Point** N/A

**Specific Gravity** 1.007 ($H_2O$ = 1) at 20 °C

**Autoignition Temperature** N/A

**Vapor Pressure** Not available

| | |
|---|---|
| **Percent Volatile** | Not available |
| **Vapor Density** | Not available |
| **Evaporation Rate** | Not available |
| **Solubility in Water** | Soluble |
| **Solubility in Other Solvents** | Not available |
| **Appearance and Odor** | Clear and colorless, mildly antiseptic |

## 10. Stability and Reactivity

| | |
|---|---|
| **Chemical Stability** | This product is considered stable under ordinary conditions of use and storage (70°F, 1 atm). Hazardous polymerization will not occur. |
| **Conditions to Avoid** | Avoid contact with cationic compounds. |
| **Hazardous decomposition products** | None known. |

## 11. Toxicological Information

**Other Information** No ingredient in this product is an ACGIH, IARC, NIOSH, NTP, or OSHA listed carcinogen.

## 12. Ecological Information

| | |
|---|---|
| **General Product Information** | Not available. |
| **Component Analysis – Ecotoxicity – Aquatic Toxicity** | Not available. |
| **Environmental Fate** | Not available. |

## 13. Disposal Considerations

Dispose of product down the drain and flush with large quantities of water and in accordance with applicable local, state, and federal regulations.

## 14. Transportation Information

| | |
|---|---|
| **DOT Proper Shipping Name** | Not regulated |
| **DOT Hazard Class** | N/A |
| **DOT Packing Group** | N/A |
| **IATA Proper Shipping Name** | Not regulated |
| **IATA Hazard Class/Division** | N/A |
| **IATA Packing Group** | N/A |
| **IMDG Proper Shipping Name** | Not regulated |
| **IMDG Hazard Class/Division** | N/A |
| **IMDG Packing Group** | N/A |
| **Marine Pollutant** | No |
| **UN Number** | N/A |

R36 Irritating to eyes

**S Phrases:**

S25 Avoid contact with eyes

S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice

## 16. Other Information

| | |
|---|---|
| **NFPA Ratings** | Health - 1; Flammability - 0; Reactivity - 0. |
| **WHMIS Classification** | Not regulated |
| **Master MSDS Generation Date** | September 14, 2012 |
| **MSDS Latest Review Date:** | September 14, 2012 |

To the best of our knowledge the facts given are correct. However, the information is given without warranty as to its accuracy.

### 4.3. Indication of any immediate medical attention and special treatment needed

Symptoms may not appear immediately. In case of accident or if you feel unwell, seek medical advice immediately (show the label or SDS where possible).

## SECTION 5: Firefighting measures

### 5.1. Extinguishing media

Suitable extinguishing media : Treat for surrounding material.

Unsuitable extinguishing media : None known.

### 5.2. Special hazards arising from the substance or mixture

Fire hazard : Products of combustion may include, and are not limited to: oxides of carbon.

### 5.3. Advice for firefighters

Protection during firefighting : Keep upwind of fire. Wear full fire fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

General measures : Use personal protection recommended in Section 8. Isolate the hazard area and deny entry to unnecessary personnel.

### 6.2. Methods and material for containment and cleaning up

For containment : Contain and/or absorb spill, then place in a suitable container.

Methods for cleaning up : Thoroughly wash the area with water after a spill or leak.

### 6.3. Reference to other sections

See section 8 for further information on protective clothing and equipment and section 13 for advice on waste disposal.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Avoid prolonged contact with skin and eyes. Do not swallow. Handle and open container with care.

Hygiene measures : General hygiene is normally adequate.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep out of the reach of children. Keep container tightly closed. Store at room temperature.

### 7.3. Specific end use(s)

Not available.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

| Surfactant (Proprietary) | |
|---|---|
| ACGIH | Not applicable |
| OSHA | Not applicable |

### 8.2. Exposure controls

Appropriate engineering controls : General ventilation adequate under normal conditions of use.

Hand protection : Suitable gloves are recommended due to concentrated surfactants.

Eye protection : Safety glasses or goggles are recommended due to concentrated surfactants.

Skin and body protection : Suitable protective clothing as required by employer code.

Respiratory protection : None necessary under normal conditions of use.

Environmental exposure controls : Maintain levels below Community environmental protection thresholds.

Other information : Handle according to established industrial hygiene and safety practices.

### 4.2. Most important symptoms and effects, both acute and delayed

| | | |
|---|---|---|
| Symptoms/injuries after inhalation | : | May cause temorary irritation. |
| Symptoms/injuries after skin contact | : | May cause temporary irritation. Symptoms may include redness, drying, defatting and cracking of the skin. |
| Symptoms/injuries after eye contact | : | May cause temporary irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with possible redness and swelling. |
| Symptoms/injuries after ingestion | : | May cause temporary stomach distress, nausea or vomiting. |

**WE ARE YOUR DOL**

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

# MOLD REMEDIATION CONTRACTOR LICENSE

Total Environmental Restoration Solutions Inc.
DBA: TERS
16 Carol St.
Unit 3
West Haverstraw, New York 10993

License Number: 25-6TJKS-SHMO
Date of Issue: 2025-06-02
Expiration Date: 2027-06-30

(This license is valid only for the contractor named above)

For the Commissioner of Labor

Amy Phillips, Director
Division of Safety and Health



# United States Environmental Protection Agency

## This is to certify that

TERS Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 40 and received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745

## In the Jurisdiction of

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 13, 2026

LBP-18158-3
Certification #

November 01, 2023
Issued On

Michelle Price, Chief
Lead, Heavy Metals and

# United States Environmental Protection Agency

## This is to certify that

TERS Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402 and is received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 15, 2028

NAT-18158-2
Certification #

November 01, 2023
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and [illegible]

TERS

February 17th, 2026

***TERS*** Total Environmental Restoration Solutions Inc.
16 Carol Ave, Unit 3, West Haverstraw, NY 10993
Email: info@ters.com Web: www.ters.com
Office (24/7): 877-777-3117
Fax: 866-805-3225

Nassau County Purchasing Department
1 West Street
Mineola, NY 11501

RE: Bid #91036-02196-013 – HVAC Duct Work Cleaning – Plan B

Dear Members of the Purchasing Committee,

TERS Total Environmental Restoration Solutions Inc. is pleased to submit our bid for HVAC Duct Work Cleaning – Plan B.

For over 30 years, TERS has provided advanced HVAC system cleaning, environmental remediation, and mechanical system decontamination services to municipal, healthcare, educational, and government facilities throughout New York State. We have completed over 20,000 environmental restoration projects and serviced millions of square feet of occupied buildings requiring strict safety controls, scheduling coordination, and regulatory compliance.

Our team includes NADCA-certified Air Systems Cleaning Specialists, board-certified indoor environmental professionals, and NYS-licensed supervisors in asbestos and mold remediation. We operate with 24/7 response capability and utilize advanced HEPA source-removal methods designed to protect indoor air quality while maintaining uninterrupted facility operations.

TERS has successfully performed work for police departments, public agencies, hospitals, SUNY campuses, VA facilities, and other sensitive institutions. We understand the operational standards and responsiveness Nassau County requires under a time-and-materials service contract.

We are prepared to deliver dependable service, transparent pricing, and professional execution across County facilities.

Thank you for your consideration. We look forward to the opportunity to serve Nassau County.

Respectfully,

Gary Shaked
President
TERS Total Environmental Restoration Solutions Inc.

***This document certifies that***
***Total Environmental Restoration Solution***
***W Haverstraw, NY USA***
***Is a Regular Member in good standing for the year***
***07/01/2025 - 06/30/2026***
*Member Since: 08/24/2020*

And has agreed to conduct its air duct cleaning business in accordance with the following mandatory Code of Ethics:

1. We will serve our customers with integrity and competence.

2. We will perform our work using source removal methods, in accordance with ACR, the NADCA Standard (current version).

3. We will be honest and forthright in our advertising and marketing.

4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.

5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.

6. We will provide services only after completing the necessary bonding and licensing procedures.

7. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.

8. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and the NADCA Code of Ethics.

9. We will perform our services in accordance with the current published standards of the association.

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct between concerned parties, and will make recommendations to the Board of Directors concerning the resolution of those charges.

NADCA President

NADCA Chief Executive Officer

**WE ARE YOUR DOL**

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

# ASBESTOS HANDLING LICENSE

Total Environmental Restoration Solutions, Inc.
16 Carol Avenue Unit 3, West Haverstraw, NY, 10993

License Number: 78010
License Class: FULL
Date of Issue: 10/28/2025
Expiration Date: 10/31/2026
Duly Authorized Representative: Gary G. Shaked

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

SH 432 (12/21)

# FORMAL BID RECOMMENDATION

BID NUMBER 91036-02196-013 OPEN 03/03/2026
TITLE: HVAC Duct Work Cleaning – Plan B
DATE: March 23, 2026

TO: **BUYER – Timothy Funaro** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: March 23, 2026
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 3/23/26

To: Buyer From: Director

☒ Approved for Award

☐ Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Bacci
Director

| Items | Bid Results<br>Bidder |
|---|---|
| | Recommend an award be given to Total |
| | Environmental Restoration Solutions, Inc. (TERS |
| | as the lowest responsible bidder meeting. |
| | specifications and bid terms. |
| | **See attached**. |

**Informal bid title:**

# *Comparison OF Bids*

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchase Order #

**% and $ amount of difference plus or minus over Pre-Encumbrance** **#VALUE! #VALUE!**

## Vendors

| | | Better Air | | Sani Tech | | Total Environmental | | Vendor # $ | | Vendor # 5 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| line | qty | unit price | extended | unit price | extended | unit price | extended | unit price | extended | unit price | extended | low bid |
| 1 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 405.00 | 405.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | 90.00 | 90.00 | 160.00 | 160.00 | 135.00 | 135.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90.00 |
| 4 | 1 | 90.00 | 90.00 | 185.00 | 185.00 | 42.00 | 42.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42.00 |
| 5 | 1 | 22.50 | 22.50 | 40.00 | 40.00 | 33.75 | 33.75 | 0.00 | 0.00 | 0.00 | 0.00 | 22.50 |
| 6 | 1 | 22.50 | 22.50 | 46.25 | 46.25 | 10.50 | 10.50 | 0.00 | 0.00 | 0.00 | 0.00 | 10.50 |
| 7 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 18.00 | 18.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | 20.00 | 20.00 | 10.00 | 10.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 |
| 9 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | 135.00 | 135.00 | 213.00 | 213.00 | 202.50 | 202.50 | 0.00 | 0.00 | 0.00 | 0.00 | 135.00 |
| 12 | 1 | 135.00 | 135.00 | 185.00 | 185.00 | 63.00 | 63.00 | 0.00 | 0.00 | 0.00 | 0.00 | 63.00 |
| 13 | 1 | 33.75 | 33.75 | 53.25 | 53.25 | 50.63 | 50.63 | 0.00 | 0.00 | 0.00 | 0.00 | 33.75 |
| 14 | 1 | 33.75 | 33.75 | 46.25 | 46.25 | 15.75 | 15.75 | 0.00 | 0.00 | 0.00 | 0.00 | 15.75 |
| 15 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 17 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 18 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 19 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 23 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 25 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 26 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 27 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 28 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 29 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 30 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 31 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 32 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 33 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 34 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 35 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| sum | | 0 | 582.50 | 0.00 | 938.75 | | 2036.13 | | 0.00 | | 0.00 | |
| shi | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | Total | 582.50 | Total | 938.75 | Total | 2036.13 | Total | 0.00 | Total | 0.00 | 422.50 |
| Delivery | | 5 days | | 3 days | | 1 day | | | | | | |
| Terms | | Net 30 | | Net 30 | | Net 30 | | | | | | |
| F.O.B. | | Dest. | | Dest. | | Dest. | | | | | | |
| Vin | | 300208123 | | 452430103 | | 562514740 | | | | | | 582.50 |
| Tel No. | | 631-379-8282 | | 631-656-3315 | | 914-707-0183 | | | | | | |
| Verbal | | James Castellano | | Kathy Madarasz | | Paul Dlouhy | | | | | | |
| Date | | 03/03/2026 sealed bid | | 03/03/2026 sealed bid | | 03/03/2026 sealed bid | | | | | | |

Notes Formal sealed bid number 91036-02196-013 Title: HVAC Duct Work Cleaning - Plan B

*** key 0= No bid**

**SUMMARY OF BIDS**
**OPENED: February 19, 2026 AT 11:00 A.M. PP 3/3/2026**
**BID NO: 91036-02196-013**
**REQ. NO: N/A**
**TITLE: HVAC Duct Work Cleaning – Plan B**

| ITEM # | ARTICLE | Qty. | UNIT | 1 SANITEC SERVICES | 2 TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS | 3 BETTER AIR QUALITY, INC. | 4 | 5 | 6 | 7 | 8 | DETAILS OF AWARD TO NO. | DETAILS OF AWARD AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:** LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY: | | | | | | | | | | | | | |
| **B1)** | MINIMUM/CALL OUT CHARGE (IF ANY) Article 8 | | $ | 0.00 | 405.00 | 0.00 | | | | | | | |
| **B2)** | MINIMUM/CALL OUT CHARGE (IF ANY) Article 9 | | $ | 0.00 | 250.00 | 0.00 | | | | | | | |
| **B3)** | REGULAR HOURLY RATE Article 8 | Hr. | $ | 160.00 | 135.00 | 90.00 | | | | | | | |
| **B4)** | REGULAR HOURLY RATE Article 9 | Hr. | $ | 185.00 | 42.00 | 90.00 | | | | | | | |
| **B5)** | EACH ADDITIONAL QUARTER HOUR Article 8 | 1/4 Hr. | $ | 40.00 | 33.75 | 22.50 | | | | | | | |
| **B6)** | EACH ADDITIONAL QUARTER HOUR Article 9 | 1/4 Hr. | $ | 46.25 | 10.50 | 22.50 | | | | | | | |
| **PARTS:** | | | | | | | | | | | | | |
| **B7)** | MANUFACTURER'S LIST PRICE (MLP) LESS | | % | NB | 18% | NB | | | | | | | |
| **B8)** | COST PLUS % | | % | 10% | 10% | 20% | | | | | | | |
| **OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday).** | | | | | | | | | | | | | |
| **B9)** | MINIMUM CHARGE (IF ANY) Article 8 | | $ | 0.00 | 500.00 | 0.00 | | | | | | | |
| **B10)** | MINIMUM CHARGE (IF ANY) Article 9 | | $ | 0.00 | 300.00 | 0.00 | | | | | | | |
| **B11)** | REGULAR HOURLY RATE Article 8 | Hr. | $ | 213.00 | 202.50 | 135.00 | | | | | | | |
| **B12)** | REGULAR HOURLY RATE Article 9 | Hr. | $ | 185.00 | 63.00 | 135.00 | | | | | | | |
| **B13)** | EACH ADDITIONAL QUARTER HOUR Article 8 | 1/4 Hr. | $ | 53.25 | 50.63 | 33.75 | | | | | | | |
| **B14)** | EACH ADDITIONAL QUARTER HOUR Article 9 | 1/4 Hr. | $ | 46.25 | 15.75 | 33.75 | | | | | | | |
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| | | | | | | | | | | | | | |
| **PRPARED BY** | | | **TERMS** | NET | 2% | NET | NET | NET | NET | NET | NET | | |

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

**Date** 3/3/26 _____

**PUBLIC BID OFFICER**

The bases of this award is from invoices received from the Nassau County Department of Public Works and the Nassau County Correctional Center. There were 116 hours of labor at the regular hourly rate and 868 hours at the overtime rate. The chart below reflexes these hours at the bidders bid price for article nine for janitor, porter, cleaner rate of the New York state prevailing wage rate schedule $27.30 for the regular hourly rate and $40.95 for the overtime rate, The rates in article eight is to be used only when disassembly, re-assembly or modifications are needed. There was no indication of any disassembly, re-assembly or modifications of the duct work reflexed in the invoices received.

| | Better Air | Total Environmental | Sanitech |
|---|---|---|---|
| 116 hrs. at the regular rate | 116 hrs. @ $90.00 = $10,440.00 | 116 hrs. @ $42.00 = $4,872.00 | 116 hrs. @ $185.00= $21,460.00 |
| 868 hrs. at the overtime rate | 868 hrs. @ $135.00 = $117,180.00 | 868 hrs. @ $63.00 = $54,684.00 | 868 hrs. @ $185.00 = $160,580.00 |
| Total | $127,620.00 | $59,556.00 | $182,040.00 |

All the bidders responding to this bid met the rates for article nine. Total Environmental Restoration Solutions Inc. and Sanitech Services Inc. met the rate requirements for article eight Better Air Quality Inc. did not.

Accordingly, than the award was given to Total Environmental Restoration Solutions Inc.

Three bids were received therefor the call log and the low vendor participation memo were not done.

INVOICE #
45-1117


**Better Air Quality, Inc.**
*EIN: 3000208123*

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net


INVOICE DATE:
APRIL 22, 2025

**BPNC21000033**
Ref: Timothy Funaro

Nassau County Public Works
NC div of Facilities Management
Warehouse A Eisenhower Park
Eat Meadow, NY 11554

POPW25000186

91036-05099-081

1003

| SALESPERSON | JOB | BUILDING AREAS | PROJECT # |
|---|---|---|---|
| James Castellano | 1 West St. Mineola | First floor | |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of April14 2025- second week<br><br>Work hours / Four (4) workers @ 152 hrs/wk @ $ 115.25 =<br>**Total** | **$17,518.00** |

**Thank you for your business**

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953 111953

**Interest will be charged on overdue invoices. A late fee of the total bill will be:**

| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
|---|---|---|---|
| 3% | 6% | 9% | 12% |

I hereby certify that all items or services were delivered or rendered as set forth herein; that the prices charged are in accordance with referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY
Claimant Name

5/23/25
Date

President
Title

(Signature)

Richard J. Heubeck 5-15-25

INVOICE #
45-1118


Better Air Quality, Inc.
EIN: 3000208123

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net


INVOICE DATE:
APRIL 28, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County Public Works
NC div of Facilities Management
Warehouse A Eisenhower Park
East Meadow, NY 11554

POPW25000185

91036-05099-0811

| SALESPERSON | JOB | BUILDING AREAS |
|---|---|---|
| James Castellano | 1 West St. Mineola | Second floor |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of April21 2025- third week<br><br>Work hours / Four (4) workers @ 160 hrs/wk @ $115.25 =<br>**Total** | **$18,440.00** |

**Thank you for your business**

**Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953 111953**

**Interest will be charged on overdue invoices. A late fee of the total bill will be:**

| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
|---|---|---|---|
| 3% | 6% | 9% | 12% |

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY
Claimant Name

5/1/25
Date

James Castellano
By (Signature)

President
Title

Richard Heubeck 5-15-25

# INVOICE # 44-1240

**Better Air Quality, Inc.**

INVOICE DATE:
OCTOBER 9, 2024

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

**BPNC21000033** ✓
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

Commodity ID 910-36
POCC24000422

91036-05099-081

| SALESPERSON | JOB | BUILDING AREAS | |
|---|---|---|---|
| James Castellano | 100 Carman Ave East Meadow NY 11554 | 832 A & B part of C- 2nd floor | Project # 44-143 |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of September 16- sixth week<br>Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ $ 76.50 = $612.00 x 5 days=<br>Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @$115.25 = $2,766.00 x 5 days<br>IVNC 25014161 VCNC 250137121 **Total** | $ 3,060.00<br>$13,830.00<br>**$16,890.00** |

**Thank you for your business**

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

| Interest will be charged on overdue invoices. A late fee of the total bill will be: | | |
|---|---|---|
| 4-6 months | 7-9 months | 10-12 months |
| 6% | 9% | 12% |

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the [illegible] in accordance with referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the amount claimed herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY
Claimant Name

By (Signature)

10/9/24
Date

President
Title

# INVOICE # 44-1242

**Better Air Quality, Inc.**

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
OCTOBER 12, 2024

**BPNC21000033**
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

Commodity ID 910-36
POCC24000422

91036-05099-081

IVNC 25000334 VONC 25000323

| SALESPERSON | JOB | BUILDING AREAS | |
|---|---|---|---|
| James Castellano | 100 Carman Ave East Meadow NY 11554 | 832 Block E- 2nd floor | Project # 44-143 |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of September 30th- eighth week<br>Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ $ 76.50 = $612.00 x 4 days=<br>Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @$115.25 = $2,766.00 x 4 days<br>Work hours 3:00pm-5:00pm /three(3) workers @ 2hrs/day @76.50 = 459.00 x 1 day=<br>Work hours 5:00pm-11:00pm/three(3)workers @6 hrs/day @$115.25 =2074.50 x 1 day=<br>**Total** | $ 2,448.00<br>$11,064.00<br>$ 459.00<br>$ 2,074.50<br>**$16,045.00** |

**Thank you for your business**

**Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953**

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

**Interest will be charged on overdue invoices. A late fee of the total bill will be:**

| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
|---|---|---|---|
| 3 % | 6% | 9% | 12% |

BETTER AIR QUALITY
Claimant Name

James Castellano
By (Signature)

Date 10/12/24

President
Title

# INVOICE # 44-1244

**Better Air Quality, Inc.**

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
OCTOBER 12, 2024

**BPNC21000033** ✓
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

Commodity ID 910-36
POCC24000422

91036-05099-081

IVNC 250003414 VCNC 250003280

| SALESPERSON | JOB | BUILDING AREAS | |
|---|---|---|---|
| James Castellano | 100 Carman Ave East Meadow NY 11554 | 832 Block E,F 1st floor and block G 2nd floor | Project # 44-143 ✓ |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of October 7- nineth week<br>Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ $ 76.50 = $612.00 x 4 days=<br>Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @$115.25 = $2,766.00 x 4 days<br>Work hours 3:00pm-5:00pm /three(3) workers @ 2hrs/day @76.50 = 459.00 x 1 day=<br>Work hours 5:00pm-11:00pm/three(3)workers @6 hrs/day @$115.25 =2074.50 x 1 day=<br><br>**Total** | $ 2,448.00<br>$11,064.00<br>$ 459.00<br>$ 2,074.50<br>**$16,045.50** |

**Thank you for your business**

**Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953**

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that all services claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY
Claimant Name

By (Signature)

10/1
Date

President
Title

**Interest will be charged on overdue invoices. A late fee of the total bill will be:**

| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
|---|---|---|---|
| 3 % | 6% | 9% | 12% |

# INVOICE # 45-1119


Better Air Quality, Inc.
EIN: 300020B123

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net


INVOICE DATE:
MAY 5, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County Public Works
NC div of Facilities Management
Warehouse A Eisenhower Park
Eat Meadow, NY 11554

POPW25000186

91036-05099-081

1003

| SALESPERSON | JOB | BUILDING AREAS | PROJECT # |
|---|---|---|---|
| James Castellano | 1 West St. Mineola | THIRD FLOOR | |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of April 28, 2025- FOURTH week<br><br>Work hours / Four (4) workers @ 8 hrs/per day/ 5 days= total of 160 hrs @ $ 115.25/hr<br>**Total** | **$18,440.00** |

**Thank you for your business**

**Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953**

| **Interest will be charged** on overdue invoices. A late fee of the total bill will be: | | | |
|---|---|---|---|
| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
| 6% | 9% | 12% | |

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY
Claimant Name

5/5/25
Date

By (Signature)

President
Title

Richard J Heubodel 5-15-25

INVOICE #
45-1115

## Better Air Quality, Inc.

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
APRIL 14, 2025

**BPNC21000033**
Ref: Timothy Funaro

Nassau County
Purchasing office
1 West Street
Mineola, NY 11501

POPW25000186

91036-05099-081

1093

| SALESPERSON | JOB | BUILDING AREAS |
|---|---|---|
| James Castellano | 1 West St. Mineola | Basement |

| DESCRIPTION | LINE TOTAL |
|---|---|
| Cleaning of commercial air conveyance systems that serve the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and providing of access doors.<br><br>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. | |
| Week of April 7 2025- first week<br>Work hours / Four (4) workers @ 144 hrs/wk @ $ 115.25 =<br>**Total** | **$16,596.00** |

**Thank you for your business**

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

**Interest will be charged on overdue invoices. A late fee of the total bill will be:**

| 1-3 months | 4-6 months | 7-9 months | 10-12 months |
|---|---|---|---|
| 3 % | 6% | 9% | 12% |

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

BETTER AIR QUALITY — Claimant Name

4/15/25 — Date

James Castellano — By (Signature)

President — Title

Richard J Kenbacke 5-16-25

Article 7



$ 33.83

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**
Per hour: $ 2.46

**OVERTIME PAY**
See (B, B3) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Guards, Security — 09/01/2025

**JOB DESCRIPTION** Guards, Security **DISTRICT** 10

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per hour: | 07/01/2025 |
|---|---|
| Security Guard (Armed) | $ 33.93 |
| Security Guard (Unarmed) | $ 22.62 |

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**
Per hour: $ 2.46

**OVERTIME PAY**
See (B, B3) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Janitor, Porter, Cleaner — 09/01/2025

**JOB DESCRIPTION** Janitor, Porter, Cleaner **DISTRICT** 10

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| | 07/01/2025 | 01/01/2026 |
|---|---|---|
| Janitors/ Porters/ Cleaners/ Elevator Operators | $ 17.75 | $ 18.50 |

NOTE: Duct cleaning is broken down into two separate functions.
1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Additional per hour:

After 90 days:

| | | |
|---|---|---|
| Full Time: | $ 8.37 | $ 8.80 |
| Part Time: | $ 1.87 | $ 1.74 |

Full time is defined as employees regularly scheduled to work a minimum of 27.5 hours per week.

SICK DAYS

In first year, employee will accumulate 1 hour for every 30 hours worked to a maximum of fifty six hours.

After the first year, 10 days pay or 10 days off with pay.
This is based on 40 hrs a week, lesser hrs would be prorated.

Payout of unused sick days are due 1/31 every year.

VACATION DAYS

The following days off are after time with the employer,

| | |
|---|---|
| 6 months with employer | 3 days off with pay |
| 1 yr- with employer | 5 days """" |
| 2 yrs- with employer | 10 days """" |
| 5 yrs- with employer | 15 days """" |
| 10 yr- with employer | 20 days """" |
| 25 yr- with employer | 25 days """" |

PERSONAL DAYS

All employees shall receive 2 personal days per year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

**OVERTIME PAY**
See (B, B3) on OVERTIME PAGE
Any holidays worked will be paid at time and one half plus the holiday pay
1 1/2 times regular pay on the sixth consecutive day of work
2 times regular pay on the seventh consecutive day of work

**HOLIDAY**
Paid: See (5, 6, 11, 12, 25, 26, *29) on HOLIDAY PAGE
*Note: If an employee is required to work on Juneteenth, said employee shall receive an additional Floating Holiday in lieu of of Juneteenth holiday/holiday pay.

If the holiday falls on a weekend the Monday or Friday are observed. If any work is performed on the observed Holiday, then time and one half for work plus holiday straight time is due.

10-32 BJ

## Landscape Maintenance Around Buildings — 09/01/2025

**JOB DESCRIPTION** Landscape Maintenance Around Buildings **DISTRICT** 10

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| | | |
|---|---|---|
| Per hour: | 07/01/2025 | |
| | | $ 22.93 |

Landscape maintenance work around a building, that is simple mowing, shrub trimming, etc., or clean-up type activities not associated with a construction project, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in: athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

| | |
|---|---|
| ( AA ) | Time and one half of the hourly rate after 7 and one half hours per day |
| ( A ) | Time and one half of the hourly rate after 7 hours per day |
| ( B ) | Time and one half of the hourly rate after 8 hours per day |
| ( B1 ) | Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours |
| ( B2 ) | Time and one half of the hourly rate after 40 hours per week |
| ( B3 ) | Time and one half of the hourly rate after 40 straight hours per week |
| ( C ) | Double the hourly rate after 7 hours per day |
| ( C1 ) | Double the hourly rate after 7 and one half hours per day |
| ( D ) | Double the hourly rate after 8 hours per day |
| ( D1 ) | Double the hourly rate after 9 hours per day |
| ( E ) | Time and one half of the hourly rate on Saturday |
| ( E1 ) | Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours |
| ( E2 ) | Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E3 ) | Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week |
| ( E4 ) | Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E5 ) | Double time after 8 hours on Saturdays |
| ( F ) | Time and one half of the hourly rate on Saturday and Sunday |
| ( G ) | Time and one half of the hourly rate on Saturday and Holidays |
| ( H ) | Time and one half of the hourly rate on Saturday, Sunday, and Holidays |
| ( I ) | Time and one half of the hourly rate on Sunday |
| ( J ) | Time and one half of the hourly rate on Sunday and Holidays |
| ( K ) | Time and one half of the hourly rate on Holidays |
| ( L ) | Double the hourly rate on Saturday |
| ( M ) | Double the hourly rate on Saturday and Sunday |
| ( N ) | Double the hourly rate on Saturday and Holidays |
| ( O ) | Double the hourly rate on Saturday, Sunday, and Holidays |
| ( P ) | Double the hourly rate on Sunday |
| ( Q ) | Double the hourly rate on Sunday and Holidays |
| ( R ) | Double the hourly rate on Holidays |

| | |
|---|---|
| ( S ) | Two and one half times the hourly rate for Holidays |
| ( S1 ) | Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours. |
| ( T ) | Triple the hourly rate for Holidays |
| ( U ) | Four times the hourly rate for Holidays |
| ( V ) | Including benefits at SAME PREMIUM as shown for overtime |
| ( W ) | Time and one half for benefits on all overtime hours. |
| ( X ) | Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.) |

ARTICLE 5



| 40% | 50% | 70% | 80% + $ 6.00/Hr. |
|---|---|---|---|

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 10.94 | $ 13.51 | $ 28.10 | $ 32.02 |

4-154

**Sheetmetal Worker** **09/01/2025**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per Hour:

| | 07/01/2025 |
|---|---|
| Sign Erector | $ 60.00 |

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | 07/01/2025 |
|---|---|
| Sign Erector | $ 58.31 |

**OVERTIME PAY**
See (B, F, S) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% |

SUPPLEMENTAL BENEFITS Per Hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| $ 18.65 | $ 21.16 | $ 23.69 | $ 26.22 | $35.39 | $ 38.52 | $ 42.55 | $ 45.75 | $ 48.96 | $ 52.15 |

4-137-SE

**Sheetmetal Worker** **09/01/2025**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour:

| | 07/01/2025 |
|---|---|
| Sheetmetal Worker | $ 62.34 |
| Maintenance of Fans Temporary Operation | $ 51.42 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| All Classifications: | $ 55.00 |
| Premium*: | $ 80.81 |

Premium**: $ 106.62

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

**OVERTIME PAY**
See (B, *E, E2, Q) on OVERTIME PAGE
* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans
Temporary Operation: B,E, & Q

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Six(6) Month Terms As Follows:
Wages per hour:

| 1st & 2nd Term | 3rd & 4th Term | 5th & 6th Term | 7th & 8th Term | 9th Term |
|---|---|---|---|---|
| $ 21.70 | $ 27.95 | $ 34.21 | $ 43.63 | $ 49.85 |

Supplemental Benefits Per Hour:

| | 1st & 2nd Term | 3rd & 4th Term | 5th & 6th Term | 7th & 8th Term | 9th Term |
|---|---|---|---|---|---|
| Straight Time: | $ 20.27 | $ 27.52 | $ 32.53 | $ 40.00 | $ 45.02 |
| Premium*: | $ 29.77 | $ 40.45 | $ 47.87 | $ 58.78 | $ 66.15 |
| Premium**: | $ 39.26 | $ 53.38 | $ 63.08 | $ 77.56 | $ 87.28 |

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

4-28

**Steamfitter** **09/01/2025**

**JOB DESCRIPTION** Steamfitter **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour:

| | 07/01/2025 |
|---|---|
| AC Service/Heat Service & Refrigeration | $ 46.60 |

Includes installation, service, maintenance, repair and replacement, of refrigeration, A/C, Oil Burner and Stoker.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

**SUPPLEMENTAL BENEFITS**
Per Hour Worked:

| | |
|---|---|
| AC Service/Heat Service & Refrigeration | $ 22.71 |
| Per hour Paid: | $ 19.65 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

| | |
|---|---|
| ( AA ) | Time and one half of the hourly rate after 7 and one half hours per day |
| ( A ) | Time and one half of the hourly rate after 7 hours per day |
| ( B ) | Time and one half of the hourly rate after 8 hours per day |
| ( B1 ) | Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours |
| ( B2 ) | Time and one half of the hourly rate after 40 hours per week |
| ( B3 ) | Time and one half of the hourly rate after 40 straight hours per week |
| ( C ) | Double the hourly rate after 7 hours per day |
| ( C1 ) | Double the hourly rate after 7 and one half hours per day |
| ( D ) | Double the hourly rate after 8 hours per day |
| ( D1 ) | Double the hourly rate after 9 hours per day |
| ( E ) | Time and one half of the hourly rate on Saturday |
| ( E1 ) | Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours |
| ( E2 ) | Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E3 ) | Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week |
| ( E4 ) | Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E5 ) | Double time after 8 hours on Saturdays |
| ( F ) | Time and one half of the hourly rate on Saturday and Sunday |
| ( G ) | Time and one half of the hourly rate on Saturday and Holidays |
| ( H ) | Time and one half of the hourly rate on Saturday, Sunday, and Holidays |
| ( I ) | Time and one half of the hourly rate on Sunday |
| ( J ) | Time and one half of the hourly rate on Sunday and Holidays |
| ( K ) | Time and one half of the hourly rate on Holidays |
| ( L ) | Double the hourly rate on Saturday |
| ( M ) | Double the hourly rate on Saturday and Sunday |
| ( N ) | Double the hourly rate on Saturday and Holidays |
| ( O ) | Double the hourly rate on Saturday, Sunday, and Holidays |
| ( P ) | Double the hourly rate on Sunday |
| ( Q ) | Double the hourly rate on Sunday and Holidays |
| ( R ) | Double the hourly rate on Holidays |

| | |
|---|---|
| ( S ) | Two and one half times the hourly rate for Holidays |
| ( S1 ) | Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours. |
| ( T ) | Triple the hourly rate for Holidays |
| ( U ) | Four times the hourly rate for Holidays |
| ( V ) | Including benefits at SAME PREMIUM as shown for overtime |
| ( W ) | Time and one half for benefits on all overtime hours. |
| ( X ) | Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.) |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Donna Uveges | |
|---|---|---|
| King Risk Partners, LLC | PHONE (A/C, No, Ext): (845) 627-2130 | FAX (A/C, No): |
| 55 Old Turnpike Road | E-MAIL ADDRESS: donna.uveges@king-insurance.com | |
| Suite 602 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Nanuet NY 10954 | INSURER A : Penn American Insurance Co. | |
| INSURED | INSURER B : Progressive Specialty Insurance Company | 32786 |
| Total Environmental Restoration Solutions Inc | INSURER C : Palomar Excess and Surplus Insurance Company | 16754 |
| 16 Carol Ave, Unit 3 | INSURER D : | |
| | INSURER E : | |
| West Haverstraw NY 10993 | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CL264620639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | ENC0007853-04 | 08/22/2025 | 08/22/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 25,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[ ] HIRED AUTOS ONLY<br>[X] SCHEDULED AUTOS<br>[ ] NON-OWNED AUTOS ONLY | | | 995447702 | 04/01/2026 | 04/01/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 50,000 |
| C | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | ENX0007854-04 | 08/22/2025 | 08/22/2026 | EACH OCCURRENCE<br>AGGREGATE<br>SEE BELOW FOR | $ 5,000,000<br>$ 5,000,000<br>$ ADD'L UMB. |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | EIL - Contractors Professional Liability | | | ENC0007853-04 | 08/22/2025 | 08/22/2026 | Each Occurrence<br>Aggregate | $1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as Additional Insureds with respect to the General Liability as required by Written Contract or Agreement.

**CERTIFICATE HOLDER**

Nassau County
240 Old Country Rd,
Mineola, NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Cameron

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AGENCY CUSTOMER ID: 00570034

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| King Risk Partners, LLC | Total Environmental Restoration Solutions Inc |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D: Citizens Property Insurance
Coverage- Business Personal Property
Policy #: 31SBAAL7K64
Effective 05/13/2025 - 05/13/2026
BPP Limit - $500,000
Replacement Cost | Special Form


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NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

1a. Legal Name & Address of Insured (use street address only)
TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC.
16 CAROL AVE, UNIT3
WEST HAVERSTRAW, NY 10993

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
877-777-3117

1c. Federal Employer Identification Number of Insured or Social Security Number
562514740

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
240 Old Country Rd,
Mineola,NY 11501

3a. Name of Insurance Carrier
**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"
DBL520563

3c. Policy effective period
11/09/2025 to 11/08/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/6/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 562514740
KING RISK PARTNERS LLC
55 OLD TURNPIKE RD SUITE 602
NANUET NY 10954

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC<br>16 CAROL AVE UNIT 3<br>WEST HAVERSTRAW NY 10993 | NASSAU COUNTY<br>240 OLD COUNTRY RD,<br>MINEOLA NY 11501 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| W2576 627-0 | 44517 | 04/06/2026 TO 04/06/2027 | 4/6/2026 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2576 627-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
GARY SHAKED
1 OF 1
TOTAL ENVIRONMENTAL RESTORATION
SOLUTIONS INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1016225134

U-26.3

Nassau County Shared Services,
Office of Purchasing

# Staff Summary A-34-2026

| | |
|---|---|
| Subject: Traffic Management On-Street Fiber Optic Network (RQPW26000017) | Date: April 09, 2026 |
| Department: Department of Shared Services Office of Purchasing | Vendor Name: 3-GIS LLC. |
| Department Head Name: Melissa Gallucci | Contract Number: A-34-2026 |
| Department Head Signature Melissa Gallucci | Contract Manager Name: Timothy Funaro, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 4/28/2026 [illegible] | Chief Procurement Officer | [illegible] 6/2/26 | Budget |
| 4/29/26 [illegible] | County Attorney | | County Executive |
| 5/4/26 KW | Insurance | [illegible] 6/2/26 | |

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

**Narrative**

**Purpose:** To award and execute a purchase order between the Nassau County Department of Public Works and 3-GIS LLC. for the Nassau County Traffic Management On-Street Fiber Optic Network.

**Discussion:** This is a sole source purchase. The current system of managing fiber locations and space information is no longer adequate for the network of this size and which is expected to expand. 3-GIS LLC. is a third party software provider which will provide an accurate and efficient means of managing the County's fiber optic infrastructure.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order shall be Two Hundred Forty Six Thousand One Hundred Seventy Dollars ($246,170.00) from general fund PWCAPCAP 00004

**Recommendation:** Department of Shared Services, Office of Purchasing recommends awarding a sole source purchase order to 3-GIS LLC.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN -3 P 12:49

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-34-2026**

**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** April 02, 2026

**SUBJECT:** RESOLUTION – THE NASSAU COUNTY DEPARTMENT PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED FORTHY SIX THOUSAND ONE HUNDRED SEVENTY DOLLARS ($246,170.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO 3-GIS LLC. FOR TRAFFIC MANAGEMENT ON-STREET FIBER OPTIC NETWORK.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT PUBLIC WORKS AND 3-GIS LLC..

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee that the firm 3-GIS LLC. meets all specifications for the service described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with 3-GIS LLC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Dustin Sutton [DSUTTON@3-GIS.COM]

Dated: 03/13/2026 05:55:01 pm

Vendor: 3-GIS

Title: GM

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/13/2026

1) Proposer's Legal Name: 3-GIS, LLC

2) Address of Place of Business: 115 Clinton Ave E, Suite C

City: Huntsville State/Province/ Territory: AL Zip/Postal Code: 35803

Country: US

Address: 305 N Market Street

City: Decatur State/Province/ Territory: AL Zip/Postal Code: 35803

Country: US

Start Date: 03/01/2011 End Date: 12/31/2020

Address: 6766 S. Revere Parkway

City: Centennial State/Province/ Territory: CO Zip/Postal Code: 80112

Country: US

Start Date: 01/01/2021 End Date: 01/31/2026

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 020763804

5) Federal I.D. Number: 204320965

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
3-GIS does share, executive, financial, and HR staff with our parent company SSP Innovations.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
3-GIS is a wholly owned subsidiary of SSP Innovations Holdings.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during

such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

3-GIS would notify the County of any potential conflict of business that could emerge in the future. Given the nature of the service/software that 3-GIS will provide the County, it is unlikely this scenario would exist.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

07/03/2006

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

3-GIS has submitted required principal qualification forms.

iii) Name, address and position of all officers and directors of the company. If none, explain.

3-GIS has provided principal qualification forms with this information listed.

iv) State of incorporation (if applicable);

AL

v) The number of employees in the firm;

106

vi) Annual revenue of firm;

30000000

vii) Summary of relevant accomplishments

3-GIS provides a similar service for 31 public sector customers in the US. 3-GIS provides fiber management GIS tools for over 150 telecom customers, utilities, including some of the largest telecoms in the world.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

16

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

3-GIS provides software and services for similar public sector customers at this size and scale. 3-GIS has staffing ready to

implement and support software upon award.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|---|---|---|---|
| Company | Development Authority of the North Country (DANC) | | |
| Contact Person | Nick Thomas | | |
| Address | 23400 NYS Route 177 Rodman, NY | | |
| City | Rodman | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (315) 661-3266 | | |
| Fax # | | | |
| E-Mail Address | nthomas@danc.org | | |

| | | | |
|---|---|---|---|
| Company | Nevada Department of Transportation | | |
| Contact Person | Gary Molnar | | |
| Address | 1263 S. Stewart St | | |
| City | Carson City | State/Province/Territory | NV |
| Country | US | | |
| Telephone | (775) 431-4854 | | |
| Fax # | | | |
| E-Mail Address | gmolnar@dot.nv.gov | | |

| | | | |
|---|---|---|---|
| Company | City of Hilliard Ohio | | |
| Contact Person | Andrew Wilson | | |
| Address | 3800 Municipal Way | | |
| City | Hilliard | State/Province/Territory | OH |
| Country | US | | |
| Telephone | (614) 334-2306 | | |
| Fax # | | | |
| E-Mail Address | AWilson@hilliardohio.gov | | |

I, Dustin Sutton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dustin Sutton , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: 3-GIS LLC

Electronically signed and certified at the date and time indicated by:
Dustin Sutton DSUTTON@3-GIS.COM

General Manager
Title

04/02/2026
Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Patrick Vardeman
   Date of birth: 07/20/1976
   Home address: 19202 Round Prairie Ln
   City: Cypress State/Province/ Territory: TX Zip/Postal Code: 77433
   Country: US

   Business Address: 58 Inverness Drive East Suite #105
   City: Englewood State/Province/ Territory: CO Zip/Postal Code: 80112
   Country US
   Telephone: 720.279.9894

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | 12/15/2021 |
| Chief Exec. Officer | 12/15/2021 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   3% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Patrick Vardeman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Patrick Vardeman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

3-GIS

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Patrick Vardeman PATRICK.VARDEMAN@SSPINNOVATIONS.COM

CEO

Title

04/01/2026 03:06:21 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Measels
   Date of birth: 11/27/1975
   Home address: 2732 Natures Trail SE
   City: Owens Cross Roads State/Province/ Territory: AL Zip/Postal Code: 35763
   Country: US

   Business Address: 3-GIS
   City: Owens Cross Roads State/Province/ Territory: AL Zip/Postal Code: 35763
   Country US
   Telephone: 6158010360

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: Chief Product Officer
   Start Date: 10/02/2023

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

less than 1%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Measels , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Measels , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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3-GIS

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Measels MMEASELS@3-GIS.COM

Chief Product Officer

Title

03/31/2026 02:14:38 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John M Carradine
   Date of birth: 08/03/1958
   Home address: 5826 Bent Creek Trail
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75252
   Country: US

   Business Address: 4324 Mapleshade
   City: Plano State/Province/Territory: TX Zip/Postal Code: 75093
   Country US
   Telephone: 2146749057

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 09/02/2025 | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Surgical Notes, LLC
CFO
Dallas, TX

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John M Carradine , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John M Carradine , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

3-GIS, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John M Carradine JOHN.CARRADINE@SSPINNOVATIONS.COM

CFO

Title

03/31/2026 02:07:40 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dustin Sutton
   Date of birth: 10/11/1978
   Home address: 86 Lake Forest Blvd SW
   City: Huntsville State/Province/Territory: AL Zip/Postal Code: 35824
   Country: US

   Business Address: 6766 S. Revere Parkway Suite 100
   City: Centennial State/Province/Territory: CO Zip/Postal Code: 80112
   Country US
   Telephone: 7202799894

   Other present address(es): 115 Clinton Ave E
   City: Huntsville State/Province/Territory: AL Zip/Postal Code: 35824
   Country: US
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | 12/01/2016 | Treasurer | |
| Chairman of Board | | Shareholder | 12/01/2016 |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I'm a minority shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dustin Sutton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dustin Sutton , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

3-GIS

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dustin Sutton DSUTTON@3-GIS.COM

GM

Title

03/13/2026 06:05:25 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 3-GIS, LLC

Address: 115 Clinton Ave E, Suite C

City: Huntsville State/Province/Territory: AL Zip/Postal Code: 35801

Country: US

2. Entity's Vendor Identification Number: 204320965

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Patrick Vardeman, CEO
Dustin Sutton, General Manager
Michael Measles, Chief Product Officer
John Carradine, Chief Financial Officer

Address for all is corporate address of 115 Clinton Ave E Suite C, Huntsville, AL 35801

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Dustin Sutton [DSUTTON@3-GIS.COM]

Dated: 04/02/2026 01:26:11 pm

Title: GM

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

# Order Number 01

## 3-GIS Live TEAM Implementation

Customer: County of Nassau, NY

Customer No. 2023-02-02922

November 10, 2025

3-GIS
BY SSP INNOVATIONS

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# 1 Overview

This Order ("Order Number 01"), adopts and incorporates by reference the terms and conditions of the 3-GIS Live Subscription and Professional Services Master Agreement ("Master Agreement"), which was entered into on _____between 3-GIS, LLC ("3-GIS") and _____ ("Customer") (each a "Party" and together may be referred to as the "Parties"). This Order Number 01 shall commence on _____("Effective Date") and continue for a period of six years expiring on _____("Expiration Date"), unless terminated earlier in accordance with the termination provisions outlined in the Master Agreement. Capitalized terms used but not otherwise defined in this Order Number 01 shall have the meanings set out in the Master Agreement.

3-GIS shall provide the following Services under the terms and conditions of the Master Agreement and any additional terms contained in this Order.

# 2 Contact Information

| **3-GIS, LLC** | **County of Nassau, NY** |
|---|---|
| **Sales** | **Main** |
| Trey Sampson<br>(256)- 497-8447<br>tsampson@3-gis.com | Jeff Lindgen<br>(516)-571-8634<br>jlindgren@nassaucountyny.gov |
| **Accounts Receivable** | **Accounts Payable** |
| 720.279.9894, ext. 2500 (office)<br>AR@sspinnovations.com | |
| **Project Management** | |
| TBD | |

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# 3 Service Subscriptions

| 3-GIS Product | Subscription Duration | Quantity | Unit Fee | Annual Fee |
|---|---|---|---|---|
| 3-GIS Live Team Advanced Web Named User Access | 6 Year Subscription | 4 | $4,045.00 | $16,180.00 |
| 3-GIS Live Team Basic Web Named User Access | 6 Year Subscription | 6 | $2,065.00 | $12,390.00 |
| | | | **Annual Total** | **$28,570.00** |
| | | | **6 Year Total** | **$171,420.00** |

# 4 Support Services

3-GIS shall provide Silver Support as described in the Support Matrix set forth in Attachment B of the Agreement. The annual fee associated with this Support shall be:

| 3-GIS Product | Subscription Duration | Quantity | Unit Fee | Annual Fee |
|---|---|---|---|---|
| 3-GIS Live Silver Web Named User Access | 6 Year Subscription | 10 | $745.00 | $7,450.00 |
| | | | **Annual Total** | **$7,450.00** |
| | | | **6 Year Total** | **$44,700.00** |

# 5 Fixed Price, T&M and Other Services

## *5.1 Fixed Price Fees*

| Fixed Price Service | Service Description | Qty | Unit Fee | Total |
|---|---|---|---|---|
| 3-GIS Set-up | Set up of 3-GIS Web with Standard Schema and configuration. Includes workshop up to 4 hours and 20 hours of additional configuration time | 1 | $13,650.00 | $13,650.00 |
| Training- 3-GIS Web | Up to 1.5 Days of Remote 3-GIS Web training for up to 8 Users | 1 | $3,700.00 | $3,700.00 |

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| Fixed Price Service | Service Description | Qty | Unit Fee | Total |
|---|---|---|---|---|
| | | | **Total** | **$17,350.00** |

### *5.2 Time and Material Fees*

| T&M Services | Service Description | Quantity | Hourly Rate | Total |
|---|---|---|---|---|
| Additional Configuration Services | Time and Materials services for additional configuration. | 50 | $200.00 | $10,000.00 |
| Project Management Services | Time and Materials services for project management services | 12 | $225.00 | $2,700.00 |
| | | | **Total** | **$12,700.00** |

## 6 Invoicing Schedule

| Invoicing Schedule | | | |
|---|---|---|---|
| **Line Item** | **Milestone** | **Amount** | **Fee (USD)** |
| **Subscriptions Payment Milestones** | | | |
| Years 1-6 Software Subscription | Upon System Access | 100% of Annual 3-GIS Live Software Subscriptions | $171,420.00 |
| **Support Payment Milestones** | | | |
| Years 1-6 - Silver Support | Upon System Access | 100% of Support Costs | $44,700.00 |
| **Fixed Price Payment Milestones** | | | |

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| Invoicing Schedule | | | |
|---|---|---|---|
| Installation and Configuration | At Project Kick-Off | 100% of Installation and Standard Configuration Services Costs | $13,650.00 |
| 3-GIS Training | Upon Completion of All Trainings | 100% of 3-GIS Training Costs | $3,700.00 |
| **T&M Payment Milestones** | | | |
| T&M Services | Monthly (through the last Saturday of the Month) | 100% of Used Hours | $12,700.00* |
| | | **Total Project Value** | **$246,170.00** |

*Actual hours invoiced monthly

# 7 Tasks To Be Performed

## *7.1 Project Management Services*

3-GIS will provide a Project Manager (PM) to support the project for the duration of the project, to monitor the schedule and quality of the Deliverables, the project budget, and to specifically oversee the performance of the Services.

3-GIS Project Manager will schedule a project kickoff meeting to make introductions of project stakeholders, detail the project scope, cover any schedule needs and requirements, overview project milestones, build a communications plan, and assign action items to facilitate project progress.

Additionally, the 3-GIS Project Manager shall:

- Review project objectives
- Identify all software installation, training, system design, system development, implementation, test activities, and network audit, system integration and deployment that 3-GIS, and its subcontractors shall complete and provide a project schedule for completing same
- Facilitate communication between the Customer and 3-GIS personnel and subcontractors, and direct the 3-GIS and subcontractor project personnel

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- Monitor the progress of the Services and Deliverables and prepare progress/status reports on a regular basis.

## *7.2 Implementation Services*

### 7.2.1 3-GIS Live Environment Set-up

3-GIS is to deploy 3-GIS Web on cloud servers and configure the 3-GIS solution based on the Standard configuration and schema. All work will be conducted remotely.

#### 7.2.1.1 Standard Configuration

3-GIS will configure 3-GIS Web to include:

- 1 Map Service
- 2 User Groups
    - Advanced
    - Basic
- Standard Plotting Template

#### 7.2.1.2 Additional Configurations

This order includes:

- 20 hours of configuration that can be used to make modifications to the Standard setup.
- Up to an additional 62 hours of T&M time that can be used for advanced configuration, including any additional workshop and project management time required.

#### 7.2.1.3 Inclusions

- Standard setup includes:
    - Deployment of the standard 3-GIS system configuration and data model.
    - A max four-hour configuration workshop will be held to review changes to be made to the system. The outcome of this workshop is the Configuration request form. This form will outline all the requests and the estimated time to complete each task.
    - Upon acceptance of this document, 3-GIS will complete all changes outlined and within the allotted 20 hours.
- Once work is completed, the customer has five business days to review the changes to the system and accept the changes.
- If no acceptance is given in five business days, the changes will be deemed accepted.

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- Any tasks that extend beyond the 20 allotted hours will require a CR, including but not limited to additional workshops, configurations, etc.

#### 7.2.1.4 Exclusions

- The items below are excluded from the standard setup and implementation of 3-GIS and will require a separate order form, CR and/or T&M hours, including an additional configuration workshop and hours.
    - Custom Reports
    - Material List
    - Annotate Features
    - Auto Dimensions
    - Wavelengths
    - Complex Equipment / Equipment Manager
- Set-up of system add-on licenses / extensions
- Data loading or data migration not already outlined in this Order.
- Projections other than WGS84 Web Mercator
- Customizations to the 3-GIS software code.
- Additional hosting costs associated with integrations or data transfers to/from 3-GIS.
- Data Conversion/Migration/Import (including non-telco) not outlined in this order.
- Manage Tier API Access, unless purchased.
- Additional Support for API utilization not already outlined in this order.
- Authentication will be accomplished using a 3-GIS maintained user store. Federation with a 3rd party authentication service, SSO or Active directory is not included.
- Copper Module is not included in the TEAMS delivery.

#### 7.2.1.5 Setup Assumptions

- The items below may require more than the included 20 hours to complete, and if this is determined during the configuration workshop, then this will require a separate order form, CR and/or T&M hours.
    - Bill of Materials (BOM)
    - Quality Assurance/Quality Check (QA/QC)
    - Work Order configuration
    - Work Packets
    - Splice Audit and Reconcile

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- Duct space management
- MDU
- Mobile - Offline basemap support

- Customers will have knowledgeable staff with the proper level of access to complete the necessary tasks.

#### 7.2.1.6 Responsibility/Task Matrix

| Item | Responsible Party | Type |
|---|---|---|
| User Names and Email address | Customer | Task |
| Technical documentation (e.g., 3-GIS Knowledge Base, meeting notes, JIRA tickets) in electronic format | 3-GIS | Task |
| Appoint project participants and stakeholders and define their roles during implementation | Customer | Task |

### 7.2.2 Functional Acceptance Testing

#### 7.2.2.1 Functional Acceptance Testing Overview

3-GIS will provide the Customer with a Functional Acceptance plan based on the standard configuration of the 3-GIS Network Solution. 3-GIS will install the standard configuration 3-GIS Network Solution software for Customer evaluation using the 3-GIS delivered and accepted Functional Acceptance plan documents. 3-GIS will provide remote staff to perform resolution support to issues discovered during the Functional Acceptance phase

#### 7.2.2.2 Functional Acceptance Plan

The Customer will test the 3-GIS application suite to verify that it functions in accordance with the 3-GIS delivered plan. The Customer will record results on the provided Acceptance Plan. Acceptance testing will be conducted over a period of five (5) business days immediately following 3-GIS Network Solutions software installation and LMS/E-learning training.

#### 7.2.2.3 Issue Resolution

Upon completion of the functional Acceptance Plan, 3-GIS will resolve known issues within five (5) business days.

#### 7.2.2.4 Acceptance Criteria

This phase will be considered complete once the test is completed successfully.

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#### 7.2.2.5 Assumptions

Customer will complete the online LMS/E-Learning prior to or as part of the Functional Acceptance Testing.

## *7.3 Training*

### 7.3.1 Training Overview

3-GIS will conduct instructor-led training performed remotely in accordance with Customer purchased training options shown below. In addition, 3-GIS provides access to 3-GIS LMS training modules for all users. The training modules are web-based and use a named user access method. Dates for training are scheduled for a minimum of two weeks in advance. LMS modules should be completed by all trainees at least 3 days before the instructor lead training date.

### 7.3.2 Training Ordered

| Course Description | Intended Audience | Delivery Method | Seats In Course | Duration (Days) |
|---|---|---|---|---|
| 3-GIS Web | Advanced Users | Remote | 5 | 1.5 Days |
| 3-GIS Online Learning (LMS) | All Users with Named User Accounts | Remote | 10 | Self-Paced |

### 7.3.3 Training Responsibility/Task Matrix

| Item | Responsible Party | Type |
|---|---|---|
| 1.5 days of training to include: 3-GIS Web | 3-GIS | Task |
| Access to 3-GIS E-Learning/LMS training modules for named users | 3-GIS | Task |
| Names and Email accounts of uses for E-Learning/LMS accounts | Customer | Task |
| Attendance of appropriate staff at training sessions and equipped with computers | Customer | Task |
| Training room and projectors | Customer | Task |
| Complete needed LMS/E-Learning Courses prior to the start of instructor led training | Customer | Task |

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### 7.3.4 Training Assumptions

Training Assumptions

- 3-GIS staff will have access to the internet during training sessions.
- Customer's internet can support all users using 3-GIS and a video conferencing system.
- All training is remote.
- The customer will take the LMS online courses prior to onsite/remote training for the best results.

## 8 Location of Services

All services will be provided remotely.

## 9 Deliverable Acceptance Process

Acceptance of deliverables should be made in writing within five (5) days of receipt, as defined in the final deliverable schedules. Each deliverable requiring the Customer's approval shall be deemed accepted and "signed off" by the Customer unless rejected, in writing, within 5 consecutive business days of receipt. Rejection notification must include sufficient written detail to enable 3-GIS to make any necessary changes and deliver contractually compliant final deliverable.

## 10 Anticipated Schedule of Services

The following represents an estimated timeline for the services listed in this order form. At contract sign-off, the schedule will be reviewed and updated per 3-GIS and customer availability.

| Week | Description | Responsibility |
|---|---|---|
| Week 0 | Contract Signed | 3-GIS and Nassau County |
| Week 4 | Project Kickoff | 3-GIS and Nassau County |
| Week 5 | System Access | 3-GIS |
| Week 5 | LMS Training | Nassau County |
| Week 6 | Customer FAT Completion and Resolution | Nassau County |
| Week 7 | 3-GIS Web Training | 3-GIS and Nassau County |

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| | | |
|---|---|---|
| Week 8 | Configuration Spreadsheet Review and Initial Completion | 3-GIS and Nassau County |
| Week 9-10 | Configuration Workshop and Changes | 3-GIS and Nassau County |
| Week 11 | Support Handoff | 3-GIS and Nassau County |

## 11 Project Assumptions

3-GIS price proposal is based upon the following key assumptions:

- Customer will have proper staff available for project needs, including a project lead.
- Customer will be in communication with 3-GIS staff as needed to complete the scope of work as outlined in this order within the timeline specified.
- Customer will provide 3-GIS resources with timely remote and adequately privileged access to systems required.
- Customer will perform reviews of, provide verbal feedback and digital correspondence for, and provide approval (where required by 3-GIS) of any 3-GIS (or partner) generated documentation or portions of the solution, including customer testing activities, as dictated within the agreed-upon project schedule.
- If significant delays to the project occur because these assumptions are not met, a Change Request may be required to extend the project's schedule and cost (or "to determine the impact to cost and schedule of the project").
- Payment and any applicable fees and taxes will be due per the terms and conditions outlined in this order form and MSA upon the email receipt of each invoice notwithstanding any other requirements you may request for invoice delivery.
    - Please reference MSA sections 3 – 7 (Fees and Expenses, Billing, Payments, Overdue Payments, Taxes)
- If your company requires a purchase order (PO) to make a payment, please provide the PO, including PO # and Amount, immediately upon contract signing. PO amount should equal the total amount of the services listed in the order form.
- No Copper Module is included in the TEAMS delivery
- Time and Materials hours are only billed if they are used.

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## 12 Changes

During 3-GIS' performance under this Order Number 01, either Party may request a Change in the Order's scope in a writing delivered to the other Party's project manager. Any modification of this Order must be made by a Change Order. No Change, as contemplated in this paragraph, shall become effective until such Change is agreed to by both Parties in a written Change Order.

## 13 Special Terms and Conditions

Order form terms and pricing are valid per quote expiration date. If no expiration date is listed in the quote, then the order form terms, and pricing are valid 30 days from delivery of this order form to the customer.

## 14 Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Order Number 01 as of the dates referenced below, and each signatory further represents that they are duly authorized representatives as of the dates below.

**AGREED BY:**

| **County of Nassau, NY** | **3-GIS, LLC** |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Docusign Envelope ID: 174071B1-DB2F-478A-89F8-D6F700B80949

3-GIS

Nassau County Traffic Management
Attn: Jeff Lingren
1194 Prospect Ave,
Westbury, NY 11590
jlindgren@nassaucountyny.gov
(516) 571-6992

**Subject: Sole Source confirmation for 3-GIS Live TEAMS for Nassau County**

Mr. Lingren,

This letter confirms that 3-GIS, LLC is the exclusive authorized manufacturer and reseller of 3-GIS Live Teams licensing and deployment services in the United States.

3-GIS Live Teams is a hosted fiber optic management system built on Esri technology. It is the recommended deployment for Nassau County based on known requirements. The browser-based platform supports fiber design, engineering, documentation, and operations without the need for local software installations.

All hardware, software, and IT administrative services—including configuration, schema updates, backups, data exports, user management, map services, and technical support—are managed by 3-GIS and included in the licensing subscription. Software upgrades are also covered under this model.

3-GIS, LLC is the sole implementer of 3-GIS Live Teams and will handle deployment, configuration, and user training for Nassau County.

Please contact me with any questions regarding this sole source confirmation.

DocuSigned by:
Orry Moody
92111A1CC71C4CA...

Orry Moody,
Executive Director of Sales
3-GIS, LLC

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Robert Cleary, Chief Procurement Officer

**FROM:** Department of Public Works

**DATE:** October 23, 2025

**SUBJECT:** Sole-Source Purchase Request – STS 12111

The Department of Public Works is requesting approval for the sole-source software purchase to manage the County's Traffic fiber optic communications network. Traffic's fiber optic network has grown larger than can be managed without the assistance of an electronic system. The available software packages are sold as Software as a Service (SaaS) and designed for the telecommunications industry.

Most of the off-the-shelf products we looked at were comparable, and for the most part achieved the same goal of fiber management. However, of the vendors we looked at, 3-GIS was determined to best meet the County's needs for the following reasons:

1. Most products are exclusively designed for the management and tracking of Fiber Optic cable, while the 3-GIS product will also allow us to manage our legacy twisted pair copper communications cable as well.

2. Compatibility and interoperability with the County's existing GIS system for easy bi-directional information sharing.

3. Since 3-GIS is an ESRI Gold Partner, we will not be subject to additional annual service charges for ESRI licenses.

4. Lastly, the 3-GIS geographical user interface works best with Traffic's existing fiber optic network design and would require the least number of staff hours to implement and maintain annually.

A copy of the vendor's sole-source letter is attached.

Feel free to contact Jeff Lindgren of my staff at 1-6998 with any questions.

Harold T. Lutz
Director of Traffic Engineering

Joseph G. Pecora, Deputy Commissioner
Jeff Lindgren, Project Manager

# REQUISITION

RQPW26000017 13/MAR/2026

VENDOR:
3-GIS, LLC
6766 S. REVERE PARKWAY

CENTENNIAL CO 80112

TEL:(256)497-8447
FAX:( ) -

REQUISITIONER:
PW PUBLIC WORKS
NC, DPW, TRAFFIC ENGINEERING
1194 PROPECT AVE
WESTBURY NY 11590
JEFF LINDGREN
TEL:(516)571-6992
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 920-46 | 24.00 | EA | 4,045.0000 | 97,080.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | 3-GIS LIVE TEAM WEB NAMED USER ACCESS | | | | |
| | 6 YEAR SUBSCRIPTION | | | | |
| 002 | 920-46 | 36.00 | EA | 2,065.0000 | 74,340.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | 3-GIS LIVE TEAM BASIC WEB NAMED USER ACCESS | | | | |
| | 6 YEAR SUBSCRIPTION | | | | |
| 003 | 920-46 | 60.00 | EA | 745.0000 | 44,700.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | 3-GIS LIVE SILVER WEB NAMED USER ACCESS | | | | |
| | 6 YEAR SUBSCRIPTION | | | | |
| 004 | 920-46 | 1.00 | EA | 13,650.0000 | 13,650.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | 3-GIS SET-UP | | | | |
| | SET UP OF 3-GIS WEB WITH STANDARD SCHEMA AND CONFIGURATION. INCLUDES WORKSHOP UP TO 4 HOURS AND 20 HOURS OF ADDITIONAL CONFIGURATION TIME. | | | | |

TREY SAMPSON
TSAMPSON@3-GIS.COM

# REQUISITION

RQPW26000017 13/MAR/2026

VENDOR:
3-GIS, LLC
6766 S. REVERE PARKWAY

CENTENNIAL CO 80112

TEL:(256)497-8447
FAX:( ) -

REQUISITIONER:
PW PUBLIC WORKS
NC, DPW, TRAFFIC ENGINEERING
1194 PROPECT AVE
WESTBURY NY 11590
JEFF LINDGREN
TEL:(516)571-6992
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 005 | 920-46 | 1.00 | EA | 3,700.0000 | 3,700.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | TRAINING 3-GIS WEB | | | | |
| | UP TO 1.5 DAYS OF REMOTE 3-GIS WEB TRAINIG FOR UP TO 8 USERS | | | | |
| 006 | 920-46 | 50.00 | EA | 200.0000 | 10,000.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | ADDITIONAL CONFIGURATION SERVICES | | | | |
| | TIME AND MATERIALS SERVICES FOR ADDITIONAL CONFIGURATION. | | | | |
| 007 | 920-46 | 12.00 | EA | 225.0000 | 2,700.00 |
| | SOFTWARE UPDATING/SUBSCRIPTION SERVICES | | | | |
| | PROJECT MANAGEMENT SERVICES | | | | |
| | TIME AND MATERIALS SERVICES FOR PROJECT MANAGEMENTSERVICES. | | | | |

ESTIMATED TOTAL: 246,170.00

# REQUISITION

RQPW26000017 13/MAR/2026

VENDOR:
3-GIS, LLC
6766 S. REVERE PARKWAY

CENTENNIAL CO 80112

TEL:(256)497-8447
FAX:( ) -

REQUISITIONER:
PW PUBLIC WORKS
NC, DPW, TRAFFIC ENGINEERING
1194 PROPECT AVE
WESTBURY NY 11590
JEFF LINDGREN
TEL:(516)571-6992
FAX:( ) -

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
CCIG
155 Inverness Drive West
Englewood CO 80112
License#: 45339
SSPINNO-01

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 303-799-0110 **FAX (A/C, No):** 303-799-0156
**E-MAIL ADDRESS:** info@thinkccig.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Citizens Ins. Co. of America | 31534 |
| INSURER B : The Hanover Insurance Co. | 22292 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
3-GIS, LLC
6766 S. Revere Parkway, Ste. 100
Centennial CO 80112

**COVERAGES** **CERTIFICATE NUMBER:** 1018818410 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | ZB4H45991505 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | | | ZB4H45991505 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X **UMBRELLA LIAB** X OCCUR | | | UH4H45991806 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE | $ 5,000,000 |
| | **EXCESS LIAB** CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Cyber Liability | | | LH4H46006805 | 1/1/2026 | 1/1/2027 | Aggregate: | $10,000,000 |
| B | Professional Liability | | | LH4H46006805 | 1/1/2026 | 1/1/2027 | Aggregate: | $10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
As required by written contract or written agreement, Nassau County is included as Additional Insured under General Liability.

**CERTIFICATE HOLDER**

Nassau County, NY
1 West Street
Mineoal NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2976072

DATE (MM/DD/YYYY): 04/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
LOCKTON COMPANIES, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 888-828-8365 **FAX (A/C, No):**
**E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Indemnity Insurance Company of North America | 43575 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
**3-GIS, LLC**
**115 CLINTON AVE E STE C**
**HUNTSVILLE, AL 35801-4832**

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N / A | | C74138573 | 01/01/2026 | 10/01/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**Nassau County, NY**
**1 West Street**
**Mineola NY 11501**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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Nassau County Shared Services,
Office of Purchasing

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 MAY -4 P 2:27

# Staff Summary A-38-2026

| | |
|---|---|
| Subject: Light Towers<br>Solicitation #28583-04096-05 | Date: April 16, 2026 |
| Department: Shared Services, Office of Purchasing | Vendor Name: CAP Rents Supply LLC |
| Department Head Name: Melissa Gallucci | Contract Number: A-38-2026 |
| Department Head Signature: Melissa Gallucci | Contract Manager Name: Maria Mangibin, Buyer |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Initial** | **Approval** | **Date & Initial** | **Approval** |
| 4/22/2026 | Chief Procurement Officer | 5/4/26 | Budget |
| 4/29/26 | County Attorney | 5/4/26 | County Executive |
| 4/21/26 | Insurance | | |

Rev. 03/2024

Significant Adverse Information Identified? Yes ○ / No ◉ (If Yes, attach memo.)

**Purpose:** To authorize and award a purchase order for Light Towers for the Nassau County Police Department.

**Discussion:** This solicitation was advertised in The NY Post, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

**Vendors Viewed the solicitation: 62**

- 14 Woman Owned business
- 17 Minority (African/American)
- 36 Small Business
- 3 Service Disabled (Veteran) Owned
- 2 Veteran Owned Business
- __ None of the Above

**Vendors bid on this solicitation: 3**

- 2 Woman Owned Business
- 0 Minority (African/American)
- 3 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- __ None of the Above

The Identified lowest responsible bidder is CAP Rents Supply LLC. They are listed in the Woman Owned Business and Small Business categories.

**Impact on Funding/Term:** The maximum amount authorized under this purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Hundred Thirty-Six Thousand Three Hundred Thirty-One Dollars Twenty -Two Cents ($136,331.22) from Capital funds (PWCAPCAP, Project 50622).

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to CAP Rents Supply LLC as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-38-2026**

**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** April 16, 2026

**SUBJECT:** RESOLUTION– NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-TWO CENTS ($136,331.22) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO CAP RENTS SUPPY LLC FOR THE PURCHASE OF LIGHT TOWERS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT, AND CAP RENTS SUPPLY LLC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #28583-04096-051 for Light Towers for the Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Cap Rents, LLC submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Cap Rents, LLC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

County Executive - Nassau County Republican Committee

Electronically signed and certified at the date and time indicated by:
Matt Romano [MR@CAPRENTS.COM]

Dated: 04/13/2026 07:32:42 am

Vendor: Cap Rents

Title: manager

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: FRANK CAPORASO
   Date of birth: 11/19/1955
   Home address: 82 I U Willets Road
   City: Old Westbury State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2001

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

24.50%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, FRANK CAPORASO , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, FRANK CAPORASO , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
FRANK CAPORASO CAPEQUIPMENT@AOL.COM

MEMBER

Title

04/14/2026 01:18:37 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: MARY ELIZABETH CAPORASO
   Date of birth: 07/23/1957
   Home address: 82 IU WILLETS ROAD
   City: OLD WESTBURY State/Province/Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2001

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

25.50%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, MARY ELIZABETH CAPORASO , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, MARY ELIZABETH CAPORASO , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
MARY ELIZABETH CAPORASO BETHCAPORASO@GMAIL.COM

MEMBER

Title

04/14/2026 01:27:23 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Vincent Caporaso
   Date of birth: 06/23/1980
   Home address: 3424 Silverton Ave
   City: wantagh State/Province/ Territory: NY Zip/Postal Code: 11793
   Country: US

   Business Address: 1816 45th street
   City: astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es):
   City: wantagh State/Province/ Territory: NY Zip/Postal Code: 11793
   Country: US
   Telephone: 7189324100

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: member
   Start Date: 06/01/2001

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

12.7%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Vincent Caporaso , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent Caporaso , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cap Rents Supply LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
vincent caporaso CAPEQUIPMENTRENTALSINC@GMAIL.COM

Member

Title

04/14/2026 11:57:01 am

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: RACHEL CAPORASO
   Date of birth: 05/22/1988
   Home address: 82 IU WILLETS ROAD
   City: Old Westbury State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es): 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country: US
   Telephone: 7182048400

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: MEMBER
   Start Date: 07/01/2010

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

12.75%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, RACHEL CAPORASO , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, RACHEL CAPORASO , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
RACHEL CAPORASO CAPEQRC@GMAIL.COM

MEMBER

Title

04/14/2026 11:50:32 am

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Elizabeth Caporaso
Date of birth: 11/01/1981
Home address: 65 dogwood ave

| | | | | | |
|---|---|---|---|---|---|
| City: | roslyn harbor | State/Province/ Territory: | NY | Zip/Postal Code: | 11576 |
| Country: | US | | | | |

Business Address: 1860 45th st

| | | | | | |
|---|---|---|---|---|---|
| City: | astoria | State/Province/ Territory: | NY | Zip/Postal Code: | 11105 |
| Country | US | | | | |
| Telephone: | 7189324100 | | | | |

Other present address(es):

| | | | | | |
|---|---|---|---|---|---|
| City: | | State/Province/ Territory: | | Zip/Postal Code: | |
| Country: | | | | | |
| Telephone: | | | | | |

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

Type: Other
Description: member
Start Date: 09/01/2001

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

12.75%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, elizabeth caporaso , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, elizabeth caporaso , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

cap rents supply llc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
elizabeth caporaso LIZCAP@GMAIL.COM

member

Title

04/14/2026 05:18:23 pm

Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: JENNA CAPORASO
   Date of birth: 06/08/1984
   Home address: 26 FOX HOLLOW LANE
   City: OLD WESTBURY State/Province/ Territory: NY Zip/Postal Code: 11568
   Country: US

   Business Address: 1811 43rd Street
   City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105
   Country US
   Telephone: 7182048400

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

   Type: Other
   Description: MEMBER
   Start Date: 09/01/2006

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

12.75%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, JENNA CAPORASO , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JENNA CAPORASO , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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CAP RENTS SUPPLY, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
JENNA CAPORASO BKEEPER646@GMAIL.COM

MEMBER

Title

04/14/2026 01:21:35 pm

Date

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/31/2026

1) Proposer's Legal Name: Cap Rents Supply, llc

2) Address of Place of Business: 1811 43rd Street

City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105

Country: US

3) Mailing Address (if different): 1811 43rd St

City: Astoria State/Province/ Territory: NY Zip/Postal Code: 11105

Country: US

Phone: (718) 932-4100

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-3573610

6) The proposer is a: Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Pertaining to any future conflicts of interest, Cap Rents would adopt the following procedures: (1) If a conflict of interest should arise, guidance will be sought from Nassau County. (2) If a conflict of interest should arise, Cap Rents would take the proper measures to correct the situation, (3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/01/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

MEMBERS:

FRANK CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

MARY ELIZABETH CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

VINCENT CAPORASO
3424 SILVERTON AVENUE
WANTAGH, NY 11793

RACHEL CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

ELIZABETH CAPORASO
65 DOGWOOD AVENUE
ROSLYN, NY 11577

JENNA CAPORASO
26 FOX HOLLOW LANE
OLD WESTBURY, NY

iii) Name, address and position of all officers and directors of the company. If none, explain.

None. It is an LLC

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

33

vi) Annual revenue of firm;

950000

vii) Summary of relevant accomplishments

FAMILY RUN BUSINESS FOR 57 YEARS IN TOTAL

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

26

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

FAMILY RUN BUSINESS FOR 57 YEARS IN TOTAL INVOLVING ALL SIZE CONSTRUCTION EQUIPMENT MACHINES INVOLVING RENTALS, SALES, AND SERVICE.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|---|---|---|---|
| Company | PCM CONTRACTING | | |
| Contact Person | TOM MAGUIRE | | |
| Address | 2470 VICTORY BLVD. | | |
| City | STATEN ISLAND | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (917) 709-1708 | | |
| Fax # | | | |
| E-Mail Address | TMAGUIRE@PCMCONTRACTING.COM | | |

| | | | |
|---|---|---|---|
| Company | ELECNOR HAWKEYE | | |
| Contact Person | JP MODA | | |
| Address | 100 MARCUS AVENUE | | |
| City | HAUPPAGE | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 242-5523 | | |
| Fax # | | | |
| E-Mail Address | JPMODA@ELECNORHAWKEYELLC.COM | | |

| | | | |
|---|---|---|---|
| Company | RESTANI CONSTRUCTION | | |
| Contact Person | LUIGI PEDALINO | | |
| Address | 42-04 BERRIAN BLVD. | | |
| City | ASTORIA | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (646) 220-6508 | | |
| Fax # | | | |
| E-Mail Address | LPEDALINO@RESTANI.COM | | |

I, RACHEL CAPORASO , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, RACHEL CAPORASO , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Name of submitting business: CAP RENTS SUPPLY, LLC

Electronically signed and certified at the date and time indicated by:
RACHEL CAPORASO CAPEQRC@GMAIL.COM

MEMBER
Title

04/14/2026
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cap Rents Supply, LLC

Address: 1811 43rd Street

City: Astoria State/Province/Territory: NY Zip/Postal Code: 11105

Country: US

2. Entity's Vendor Identification Number: 11-3573610

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

LLC MEMBERS:

FRANK CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

MARY ELIZABETH CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

VINCENT CAPORASO
3424 SILVERTON AVENUE
WANTAGH, NY 11793

RACHEL CAPORASO
82 IU WILLETS ROAD
OLD WESTBURY, NY 11568

ELIZABETH CAPORASO
65 DOGWOOD AVENUE
ROSLYN, NY 11577

JENNA CAPORASO
26 FOX HOLLOW LANE
OLD WESTBURY, NY 11568

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
RACHEL CAPORASO [MR@CAPRENTS.COM]

Dated: 04/17/2026 01:01:23 pm

Title: MEMBER

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

## COUNTY OF NASSAU

**BID NUMBER**
**28583-04096-151**
Date: 3/12/2026

**BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501**
**OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM**

**BID OPENING DATE**
**April 9, 2026**
11:00 A.M. E.S.D.T

| Buyer: : | TELEPHONE: | REQUISITION NUMBER |
|---|---|---|
| Maria Mangibin<br>mmangbin@nassaucountyny.gov | 516-571-4069 | RQPD26000028 |

OFFICE OF PURCHASING
APR 09 2026
OPENED 11AM

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE: LIGHT TOWERS**

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

**CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.**

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

| DELIVERY MADE TO: | GUARANTEED DELIVERY DATE |
|---|---|
| Nassau County Police Department<br>Fleet Service Bureau<br>101 Grumman Road West<br>Bethpage, NY 11714 | 171 DAYS AFTER RECEIPT OF ORDER<br>EMPLOYERS FEDERAL TAX ID NUMBER<br>11-3573610 |

**TOLL FREE TELEPHONE NUMBER:**
**BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION**

| | |
|---|---|
| NAME OF BIDDER | CAP RENTS SUPPLY LLC. EMAIL MR@CAPRENTS.COM |
| ADDRESS | 18-16 45TH STREET |
| CITYSTATEZIP CODETELEPHONE | ASTORIA, NY 11105 718-932-4102 |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | MATT ROMANO, MANAGER<br>PRINT OR TYPE NAME OF SIGNER AND TITLE |

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

**BID TERMS AND CONDITIONS**

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

# DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: CAP NETS SUPPLY LLC.

Address: 18-16 45TH STREET, ASTORIA NY 11105

Telephone No: Fax No: 718-932-4100, 718-932-8971

1. State Whether: A Corporation _____

LLC ✓ Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**



Contractors Equipment & Supplies
Rentals • Sales • Service

18-16 45th Street
Astoria, NY 11105

Tel# (718)932-4100
Fax# (718) 932-8971

**LLC MEMBERS:**

FRANK CAPORASO
1825 43rd Street,
Astoria, NY 11105

VINCENT CAPORASO
1825 43rd Street
Astoria, NY 11105

RACHEL NEGRON
1825 43rd Street
Astoria, NY 11105

ELIZABETH LAURINO
1825 43rd Street
Astoria, NY 11105

JENNA CICCOTTO
1825 43rd Street
Astoria, NY 11105

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEWYORK**

**FORMAL SEALED BID PROPOSAL**
**28583-04096-151**

QUALIFICATION STATEMENT

BIDDER'S NAME: CAPMENTS SUPPLY LLC.

ADDRESS: 18-16 45TH ST. ASTORIA, NY 11105

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____ LLC ✓

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S) NA
   PRESIDENT

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 2J

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? CONSTRUCTION EQUIPMENT RENTALS, SALES, & SERVICE.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

| INDIVIDUALS NAME | PRESENT POSITION | YEARS OF EXPERIENCE | MAGNITUDE AND TYPE OF WORK | IN WHAT CAPACITY |
|---|---|---|---|---|
| MATT ROMANO | MANAGER | CONSTRUCTION EQPT. | RENTALS, SALES, SERVICE | 19 YEARS |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We went through specific model and extras needed by Nassau County directly with the manufacturer representative.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** MANAGER **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

MATT ROMANO, MANAGER

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: J.P. MODA - ELECNON HAWKEYE
   ADDRESS: 100 MARCUS AVENUE
   HAMPPAGE, NY 11788
   TELEPHONE: 516-242-5523 CONTACT PERSON J.P. MODA
   CONTRACT DATE:

2. REFERENCE'S NAME: P.C.M CONTRACTING CORP.
   ADDRESS: 2470 VICTORY BLVD.
   STATEN ISLAND, NY 10314
   TELEPHONE: 917-709-1708 CONTACT PERSON TOM MAGUIRE
   CONTRACT DATE:

3. REFERENCE'S NAME: RESTANI CONSTRUCTION CORP.
   ADDRESS: 42-04 BELDAN BLVD.
   ASTORIA, NY 11105
   TELEPHONE: 646-220-6508 CONTACT PERSON LUIGI PEDALINO
   CONTRACT DATE:

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** MANAGER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

## IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

***PLEASE CHECK ONE:***

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 3/31/26

(Signature of Bidder)

Print Name: MATT ROMANO

Print Title: MANAGER

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER
**BIDDER** **TITLE**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS**:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**M/WBE, SDVOB and DBE Participation**: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

## *REQUIRED VENDOR DISCLOSURE FORMS: MUST BE FILLED OUT*

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

**PLEASE NOTE:**

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

## ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

## REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

**Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.**

***Ordinance # 153-2018***

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

| Value of Contract | Administrative Fee |
|---|---|
| $0-$10,000 | $0 |
| Over $10,000-$50,000 | $160 |
| Over $50,000-$100,000 | $266 |
| Over $100,000 | $533 |

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

***Ordinance # 72-2014***

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

## INTENT

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **LIGHT TOWERS**

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

**Delivery to be made** 171 **Days A/R/O.** SEPT. 30TH, 2026

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**PRICE DISCREPANCY**: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** THIRTY **DAYS AFTER BID OPENING**

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
THIRTY days.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER.
**BIDDER** **TITLE**

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**RECORD RETENTION:** Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____

CLAIMANT NAME DATE

_____

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ _____

**BIDDER** **TITLE**

**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*********************************VENDOR CLAIM CERTIFICATION***************************

**If a claim voucher is not being submitted, the following certification MUST appear on the invoice:**

**I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.**

_____ _____

**Claimant NameDate**

_____ _____

**By SignatureTitle**

**CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.**

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

BIDDER SHALL STATE WARRANTY PERIOD: 2 YEARS (ATTACHED WORKMANSHIP WARRANTY POLICY TO BID.

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

**COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: ASSURED PARTNERS NEW ENGLAND INC.
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

**NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment and must match and inter-member without modification with the equipment and systems indicated.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER
**BIDDER** **TITLE**

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**PRICE LISTS AND DISCOUNTS:** Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**NON-PERFORMANCE:**
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

**DISCLAIMER**
Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

**ACCESS CLAUSE:** Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

**VENDOR RESPONSIBILITY CRITERIA**: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**IMPORTANT NOTE**: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**GOVERNING LAW:** Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER

**BIDDER** **TITLE**

# NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

## FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1-2 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ **Signature**

MANAGER **Title**

3/31/26 **Date**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

MANAGER **TITLE**

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEWYORK**

**FORMAL SEALED BID PROPOSAL**
**28583-04096-151**

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 31ST day of MARCH, 20 26 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: CAP RENTS SUPPLY LLC.

Address: 18-16

Street: 45TH STREET

City, Town, etc: ASTORIA, NY 11105

Telephone: 718-932-4100 Title: MANAGER

If applicable, responsible Corporate Officer

Name MATT ROMANO Title MANAGER

Signature: _____ Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER
**BIDDER** **TITLE**

## Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

**OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)**

# Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

**Date:** 3/31/26

**Signature:** _____

**Name:** MATT ROMANO

**Title:** MANAGER

**Contractor Name:** CAPRENT SUPPLY LLC.

**Contractor Address:** 18-16 45TH STREET
ASTORIA, NY 11105

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER
**BIDDER** **TITLE**

**GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538** **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

**SPECIFICATIONS: ***NO ALTERNATES WILL BE ACCEPTED.*****

**NCPD REQUIREMENTS**

- Filled with minimum ½ tank fuel
- Warranty
- Keys Six (6) ignition and Six (6) Encloser
- Supply Six (6) extra bulbs total

RQPD26000028

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | 10 | EA | MFR: WACKER NEUSON<br>LTT6 LIGHT TOWER<br>- ENGINE: KOHLER KDW1003 3 CYLINDER DIESEL ENGINE<br>- FOUR (4) 320W LED LIGHTS<br>- MAST HEIGHT 23 FEET WITH 360 DEGREE NOTATION<br>- MECC ALTE LT3-100/4 GENERATOR WITH UP TO 4700 WATT CAPABILITY<br>- AC RECEPTACLE<br>* 120V – 20A DUPLEX GFCI 5-20R<br>* 120V / 240V 30A TWIST TOWER LOCK L14-30R<br>* 120V / 240V 50A TWIST LOCK<br>- DEEP SEA CONTROLLER WITH AUTO START FUNCTION<br>- 2 INCH BALL HITCH TO BE INCLUDED<br><br>Additional options:<br>* Cold Weather Package that includes block heater, oil pan heater, battery blankets, and cold weather fuel system (pump).<br>* Photo Cell for Auto On/Off scheduling<br>* Wacker Neuson Light Diffuser Package | $13,350.00 | $133,500.00 |
| 2 | 6 | EA | MFR: WACKER NEUSON<br>LED LIGHT ASSY 5100068410 WACKER NEUSON<br>REPLACEMENT LIGHT ASSEMBLIES | $471.87 | $2,831.22 |

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER**

MANAGER
**TITLE**

## NOTE:

1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

We must receive a hard copy of the bid package, to be sent to the following address:

*Nassau County Office of Purchasing*
*1 West Street*
*Mineola, NY 11501*

*Attn: Maria Mangibin*
***Bid Number: 28583-04096-151***

(This is also noted on the top part of the cover page.)

The bid package must be sent in a sealed envelope with the **solicitation number** written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

2) ALL DISCLOSURE FORMS MUST BE UPLOADED PRIOR TO BID OPENING.

3) DO NOT STAPLE THE BID PACKAGE

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ MANAGER
**BIDDER** **TITLE**

**Bruce A. Blakeman**
County Executive

**Melissa Gallucci**
Commissioner of Shared Services

**OFFICE OF PURCHASING**
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 17, 2026

**AMENDMENT No. 1**

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

**TO ALL BIDDERS:**

1) The correct bid number is 28583-04096-**051** not 28583-04096-151.

2) All other terms and conditions of the Formal Sealed Bid remain unchanged.

3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

Technical Coordinator II

**Bruce A. Blakeman**
County Executive

**Melissa Gallucci**
Commissioner of Shared Services

**OFFICE OF PURCHASING**
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 25, 2026

**AMENDMENT No. 2**

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

**TO ALL BIDDERS:**

1) This amendment is to address the following:

   a) Q – What is the delivery location?
      A - Delivery location will be:
      NCPD Fleet Service Bureau
      101 Grumman Road West
      Bethpage, NY 11714

   b) Q - What department is the end user?
      A - These light towers will be utilized by many different Commands within the Police Department, Precincts, Crime Scene, ESU, etc.

   c) Q – Will the end user assemble the units if drop shipped from the manufacturer.
      A – These need to be fully assembled and ready to start upon delivery.

   d) Q – DMV paperwork will require a NYS inspection; will end user taker care of that or is the bidder responsible?
      A – NCPD Fleet Service Bureau will take care of the NYS inspection.

b) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

c) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Colasurdo

Technical Coordinator II

**Bruce A. Blakeman**
County Executive

**Melissa Gallucci**
Commissioner of Shared Services

**OFFICE OF PURCHASING**
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

March 31, 2026

**AMENDMENT No. 3**

FORMAL SEALED BID No: 28583-04096-051

TITLE: LIGHT TOWERS

ISSUED: March 12, 2026
OPENING: April 9, 2026

**TO ALL BIDDERS:**

1) This amendment is to address the following:

   Wacker Neuson LTT6 Light Tower does not come with the 120V / 240V 50A Twist Lock option.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of the amendment must be signed by the bidder and attached to this bid.

OFFICE OF PURCHASING
Claudia Golasurdo

Technical Coordinator II



# Light Equipment Warranty Policy

June 2024

## PREFACE

This warranty policy ("Policy") covers Light Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson"). Compact Equipment and Climate Control Products will have detailed policies separate from this one.

## DISTRIBUTOR WARRANTY RESPONSIBILITIES

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Light Construction Equipment ("Equipment"). Refer to this Policy when deciding whether a warranty claim may be justified and utilize it as a procedural guide for validity when completing warranty claims.

Warranty repair is the responsibility of all authorized Wacker Neuson Distributors ("Distributors"). Credit for accepted warranty repairs will only be given after the receipt by Wacker Neuson of Distributor's properly completed Wacker Neuson warranty claim. Warranty claim submittal requirements are described later in this Policy.

Distributor's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. Each Distributor is responsible for inspecting Equipment for damage upon receipt; damage incurred during transit should be noted with the shipper prior to accepting the Equipment. The cost to repair damages incurred during transit will be settled between the receiving Distributor and the shipper. Damages incurred during transit will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributors shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to keep Equipment in sellable condition, and to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributors shall review the Operator Manual with the end-user and review the preventive maintenance schedule, basic operation of the Equipment, and the warranty coverage. The end-user must be informed that only an authorized Wacker Neuson Distributor can perform any warranty repair and that only Wacker Neuson parts may be used.

Distributor shall repair and file a warranty claim with Wacker Neuson once the Distributor determines that the repair is covered by this Policy. The Distributor should order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, Distributor should make the repair and test the Equipment. Upon completion of repair, the Distributor shall then submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. Warranty claims shall include the serial number, supporting documentation, photos, and any other required field in the online claim submission portal. Defective parts must be held by the Distributor until they receive either an RGA (Return Goods Authorization) number or 90 days from completion of the repair. Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

(a) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
(b) Any use of 3rd party contract maintenance and/or service providers.

## STANDARD WARRANTIES

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the applicable coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" below. The coverage period start date is the earlier of (A) the date of sale of Equipment to the first end user, (B) assignment of the Equipment into a rental, re-rent or demo fleet or (C) twelve (12) months after the date Wacker Neuson invoices the Distributor for the Equipment, and less than 100 hours, whichever event hereof occurs first. Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Distributor Sales Policy. Demo equipment needs to be registered w

Wacker Neuson warrants that any Light Equipment purchased out of Wacker Neuson's demonstration inventory will be free from defects in materials and workmanship, under normal use and service, for a period of six (6) months from the date of sale, or the remainder of the standard Wacker Neuson new Equipment warranty described below starting from the date of first sale out of Wacker Neuson demonstration fleet, whichever period is greater. Sale of demonstration Equipment is not considered as a sale of new equipment for warranty purposes.

**Equipment purchased through auctions do not qualify for any warranties under this Policy and are purchased "as is".**

D. The above warranties do not apply to accessories or maintenance items such as, but not limited to,; filters, V-belts, lubricants, fluids, paints, tires, brake linings, light bulbs, spark plugs, filters, bellows, pump diaphragms, mechanical seals, shock mounts, or items deemed as maintenance items by Wacker Neuson or any other parts not directly manufactured by Wacker Neuson unless outlined elsewhere in this Policy.

## RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

## DISCLAIMER OF OTHER WARRANTIES

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, **ESPP**, are offered and administered by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada).

## DISCLAIMER OF OTHER LIABILITIES

Wacker Neuson sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES; OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of Equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

## ADDITIONAL TERMS AND CONDITIONS

### ENGINE WARRANTY

Although Wacker Neuson offers certain engine components for sale this by no means guarantees such parts are covered by this Policy or the manufacturer's warranty. Such parts are offered as a convenience to our customers for non-warranty repairs and are not for repair of engines still covered under the manufacturer's warranty.

### PART AVAILABILITY

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized representative of Wacker Neuson Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson will void the warranty and not be eligible for reimbursement.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders.

Once the repair is completed, the Distributor must electronically submit the warranty claim to Wacker Neuson. Reimbursement for warranty parts will be paid at the net price of the part. Warranty claims must be submitted electronically via the Distributor Web Portal

UNSATISFACTORY WARRANTY REPAIR SERVICES

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by failures in the service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson will not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson Distributors must have on-hand, any manuals, tools and specialized equipment required for repairs. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

EMISSION SYSTEM RELATED WARRANTY EXCLUSION

Components of the emissions system warranty are outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for the machine. Refer to these documents for specifics on what is covered. If you are unable to locate the machine operators manual which came with your machine one can be obtained from the Distributors Web Portal. Engine manufacturers' manuals must be obtained from the manufacturer. The serial number of the machine will be required to obtain the correct manual.
Unauthorized modifications or alterations of emission related components shall void the above warranties.
Components covered under this section include up to the first scheduled maintenance, vary by manufacturer, and consult their specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service will be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

ENVRONMENTAL CONDITIONS

Damage due to environmental conditions including but not limited to rusting, corrosion, electrical failures due to the environment machine is being operated in, coatings or failures deemed by Wacker Neuson being attributed to the operating environment will not be considered for warranty. Changing of fluids or filters for environmental conditions or for extreme environments/conditions is not covered by warranty.

**Warranty Explanation**

Wacker Neuson doesn't use a "Flat Rate" guide or standard repair times. Wacker Neuson uses an average repair time collected through warranty data submitted by the Dealer Network. It is upon the dealer to provide all the necessary steps in writing along with the estimated time per step to cover the labor.

## WARRANTY CLAIM SUBMITTAL INSTRUCTIONS

All warranty claims must be submitted on-line at www.wackerneuson.com. To submit claims on-line, the claimant must be a registered user and be signed into the website. If you or your company does not have an account on our website, you may contact Wacker Neuson Parts Support Group and a web account will be created.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

1) Electronic claim forms must be filled out completely and include the following information:
   a) Equipment serial number
   b) Equipment is required to be registered. If not you can use the pre-delivery tab to submit for brand new equipment
   c) The Date of Failure
   d) A detailed description of the failure. The dealer needs to use the 4 C'S in the body of the story to support the claim
   e) The 4C's are:

1. Any new RTLx-SC2 or SC3 Trench Roller sold after August 1, 2013 is covered by a 5-year warranty. On units with the Kohler engine originally installed in the unit for the first 3 years Wacker Neuson Distributors, who have a service department trained on Kohler diesel engines (via Kohler direct or through the Wacker Neuson certified Kohler engine training course) may complete the repair if they wish or work through the Kohler Engine Distributor network. In the fourth and fifth years the engine warranty is solely administered by Wacker Neuson and its Distributor network. Approval must be given in the fourth and fifth years for this exclusive Wacker Neuson warranty. In all cases the complete engine information, including model and serial number, must be included. Missing information will suspend the claim until received. This warranty is exclusive to Wacker Neuson Distributors in the USA and Canada. Units the Kubota engine installed, the Roller carries the 5 year warranty on the machine but the engine is solely warranted through the Kubota warranty authorized support network, Wacker Neuson does not authorize or administer warranty repairs to the Kubota engine.

2. Wacker Neuson WM80 and WM100 engines utilized on rammers are warranted through Wacker Neuson for a period of 3 years (spare part replacements for 1 year).

#RQPD26000028

# REQUISITION

RQPD26000028 11/FEB/2026

A-38-2026

VENDOR: #113573610
CAP RENTS
18-25 43RD STREET

ASTORIA NY 11105

TEL:(718)224-8400
FAX:( ) -

REQUISITIONER:
PD POLICE DEPARTMENT
FLEET SERVICE BUREAU
101 GRUMMAN ROAD WEST
BETHPAGE NY 11714
SCHNEIDER/CR13/1569-209
TEL:(516)573-3480
FAX:( ) -

| ITEM | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 001 | 285-83<br>TOWERS, LIGHT | 10.00 | EA | 13,350.0000 | 133,500.00 |
| | REQUEST FOR BID: (10) 2025 OR NEWER<br>LTT6 WACKER NEUSON DIESEL LIGHT TOWERS<br>ENGINE: KOHLER KDW1000 3 CYLINDER DIESEL ENGINE<br>GENERATOR: MECC ALTE LT3-100/4<br>ADDITION SPECS TO FOLLOW<br>MFR: WACKER NEUSON | | | | |
| 002 | 285-83<br>TOWERS, LIGHT | 6.00 | EA | 471.8700 | 2,831.22 |
| | LED LIGHT ASSY 5100068410 WACKER NEUSON<br>REPLACEMENT LIGHT ASSEMBLY'S Bulbs<br>MFR: WACKER NEUSON | | | | |

ESTIMATED TOTAL: 136,331.22

PAGE: 1

☑ QUOTE

REQ DOC INQUIRY 2140

1.THIS REQUEST FOR BID WILL BE FOR 10 NEW PORTABLE LIGHT TOWERS. CURRENT UNITS ARE OVER 15 YEARS OLD & HAVE REACHED THE END OF THEIR USEFUL SERVICE LIFE CYCLE. NEW TOWERS ARE EQUIPPED WITH EFFICIENT LED LIGHTS THAT EXTEND RUN TIME REDUCING OVERALL OPERATING COSTS. THESE ARE EQUIPPED WITH 2700-4700 WATTS AUX POWER SUPPLY ALLOWING FOR THE USE OF TOOLS OR EQUIPMENT WHILE THE LIGHTS ARE RUNNING. THESE WILL BE ASSIGNED TO PRECINCTS 1-8, HPB & ESU. THEY WILL BE UTILIZED FOR ACCIDENT SCENES, FUNERALS, POWER OUTAGES, DUI CHECK POINTS, SEARCH OPERATIONS, EVIDENCE COLLECTION, ETC.
2.SAME AS ABOVE
3.NO ALTERNATIVE
4.NONE
5.NO REVENUE
6.THIS PURCHASE WILL BE FUNDED BY CAPITOL PROJECT 50622
VENDOR CONTACT:MATT ROMANO(718)-932-4100/PD:GSCHNEIDER.COM
OPEN MARKET

**CAP RENTS**
18-25 43rd STREET
ASTORIA , NY 11105
718-932-4100 (P) 718-932-8971 (F)

**Status: Quote**
**Quote #:** q3641

**Quote To:** Wed 11/26/2025 9:00AM

**Operator:** MATT ROMANO

**Customer #:** 3020

**NCPD FLEET SERVICE BUREAU**
**101 GRUMMAN ROAD WEST**
**BETHPAGE, NY 11714**

**Phone** 516-573-3480

**Job Descr:** Nassau County Police Department

**Ordered By:** Greg Schneider

**Used at Address**
GREG SCHNEIDER
Nassau County Police Department

* ALL NEW EQUIPMENT IS C.O.D ONLY **

LEAD TIME: END OF JANUARY 2026

Greg Schneider
Police Auto Shop Supervisor II
Fleet Service Bureau
Nassau County Police Department
516-573-3480

| Qty | Equipment ID# | Items Sold | Status | Each | Price |
|---|---|---|---|---|---|
| 10 | LTT6 | LIGHT TOWER LED DIESEL WACKER NEUSON | Retail | $13,350.00 | $133,500.00 |
| | | includes ball hitch, auto start, battery heating, blockheater, eng coolant low temp, fuel pump, outlet duplex & twist, diffuser kit, battery tender jr., preheat oil pan | | | |
| 6 | MS | LED LIGHT ASSY 5100068410 | Retail | $471.87 | $2,831.22 |

## Quote valid for 30 days.

| | | Sales: | | | |
|---|---|---|---|---|---|
| | | $136,331.22 | | | |
| **Subtotal:** | | | **Total:** | **Paid:** | **Amount Due:** |
| $136,331.22 | | | $136,331.22 | $0.00 | **$136,331.22** |

- CUSTOMER RESPONSIBLE FOR ANY FLAT
- CUSTOMER RESPONSIBLE FOR ANY AND ALL DAMAGES TO MACHINE
- CHARGES TO BE PUT ON CUSTOMER'S CREDIT CARD
- FUEL TO BE CHARGED AT A RATE OF $ 6.00 P/GAL IF EQUIPMENT NOT RETURNED WITH A FULL TANK OF FUEL
- INSURANCE CERTIFICATE REQUIRED EVIDENCING PROOF OF REPLACEMENT COST AND LISTING CAP RENTAL SUPPLY AS ADDITIONAL INSURED

**Signature:**

**NCPD FLEET SERVICE BUREAU**

# FORMAL BID RECOMMENDATION

BID NUMBER: 28583-04096-051 OPEN: April 9, 2026

TITLE: Light Towers

DATE: April 17, 2026

TO: MARIA MANGIBIN FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: April 17, 2026

To: Supervisor From: Maria Mangibin, Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

*Maria Mangibin*
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 4/17

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Director

| | BID RESULTS |
|---|---|
| **Item** | **Bidder** |
| 1 | Recommend that this be awarded to **CAP Rents Supply LLC** as the lowest responsible bidder meeting specifications and bid terms for all items. |

**OFFICE OF PURCHASING**
**SUMMARY OF BIDS**
**OPENED: April 9, 2026 AT 11:00 A.M.**
**BID NO: 28583-04096-051**
**REQ. NO: RQPD26000028**
TITLE: **LIGHT TOWERS**

| ITEM # | ARTICLE | QTY | UNIT | CAP RENTS SUPPLY, LLC 113573610 | | TRIUS, INC. 111904714 | | POWERTECH CONTROLS CO. 113141342 | | 4 | 5 | 6 | DETAILS OF AWARD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | | 2 | | 3 | | | | | TO NO. | AMOUNT |
| 1 | MFR: WACKER NEUSON LTT6 LIGHT TOWER | 10 | Ea. | 13350.00 | 133500.00 | 13987.00 | 139870.00 | 16725.00 | 167250.00 | | | | | |
| 2 | MFR: WACKER NEUSON LED LIGHT ASSY 5100068410 | 6 | Ea. | 471.87 | 2831.22 | 368.00 | 2208.00 | 621.09 | 3726.54 | | | | | |
| | | | | | 136331.22 | | 142078.00 | | 170976.54 | | | | | |
| PRPARED BY | | | TERMS | NET | | NET | | NET | NET | NET | NET | NET | | |

Kimberly Stanton hereby certifies that the bids listed above were ope
place specified therein and that the above is a correct transcription fr

CAPEQUI-01 JBURGOS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Jackie Burgos, ACSR | |
|---|---|---|
| AssuredPartners New England, Inc.<br>100 Beard Saw Mill Road<br>Shelton, CT 06484 | PHONE (A/C, No, Ext): (203) 514-4450 | FAX (A/C, No): (203) 514-4450 |
| | E-MAIL ADDRESS: Jackie.Burgos@AssuredPartners.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hartford Fire Ins. Co. | 19682 |
| INSURED | INSURER B : Trumbull Insurance Company | 27120 |
| CAP Rents Supply, LLC<br>18-25 43rd Street<br>Astoria, NY 11105 | INSURER C : Hartford Casualty Ins. Co. | 29424 |
| | INSURER D : SiriusPoint Specialty Insurance Corporation | 16820 |
| | INSURER E : Accident Fund Insurance Co of America | 10166 |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE OCCUR | X | | 31UENOK2BD0 | 7/31/2025 | 7/31/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | 31UENOL3639 | 7/31/2025 | 7/31/2026 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 31HHUOK2BD1 | 7/31/2025 | 7/31/2026 | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| D | Commercial Umbrella | | | ARCUSXC244762025 | 7/31/2025 | 7/31/2026 | $3M XS $2M Above | 3,000,000 |
| E | Excess Umbrella | | | GXL000236502 | 7/31/2025 | 7/31/2026 | $5M XS $5M Above | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Total Excess Liability Limit is $20M Eff 7/31/25-26 - Primary Layer $2M Hartford Casualty Ins Co Pol #31HHUOK2BD1. 2nd Layer $3M XS $2M SiriusPoint Specialty Ins Corp Pol #ARCUSXC244762025 3rd Layer $5M XS $5M Accident Fund Pol #GXL0002365 02. 4th Layer $10M XS $10M Mt Hawley Ins Co Pol#MXL0444400.

Nassau County Office of Purchasing is included as an Additional Insured, per the terms, exclusions, and conditions of the General Liability policy.

**CERTIFICATE HOLDER**

Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

1a. Legal Name & Address of Insured (use street address only)
CAP RENTS SUPPLY LLC
18-16 45TH STREET
ASTORIA, NY 11105

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
718-204-8400

1c. Federal Employer Identification Number of Insured or Social Security Number
113573610

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"
DBL157842

3c. Policy effective period
12/01/2025 to 11/30/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/16/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

## State of New York
## Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:*** *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***



DB-120.1 (12-21)

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113573610
HAYLOR FREYER & COON INC
300 S STATE STREET, SUITE 1000
SYRACUSE NY 13202-2070

SCAN TO VALIDATE
AND SUBSCRIBE

| POLICYHOLDER | CERTIFICATE HOLDER |
|---|---|
| CAP RENTS SUPPLY LLC<br>18-25 43RD STREET<br>ASTORIA NY 11105 | NASSAU COUNTY OFFICE OF PURCHA<br>ONE WEST STREET<br>MINEOLA NY 11501 |

| POLICY NUMBER | CERTIFICATE NUMBER | POLICY PERIOD | DATE |
|---|---|---|---|
| Z 635 019-3 | 76033 | 10/01/2025 TO 10/01/2026 | 4/14/2026 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 635 019-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 917780502

U-26.3

Certified: --

**B-8-26**

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE JUNE 8, 2026
2:54 PM

## NIFS ID: CLPW26000010

Capital: **X**

Contract ID #: **CHPW24000008**
NIFS Entry Date: **04/29/2026**
DPW Contract Number: **H62153-14G**

## Department: Public Works

Service: **Pavement Marking Improv. H62153-14G Phase 14 PIN 0761.67 B08-26 Amend. 1**
Term: **No change to term**
Contract Delayed:

| | | |
|---|---|---|
| Slip Type: **Amendment** | | |
| CRP: | | |
| Time Extension: | | |
| Addl. Funds: **X** | | |
| Blanket Resolution: | | |
| Revenue: | Federal Aid: **X** | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|---|
| 1) Mandated Program: | **No** |
| 2) Comptroller Approval Form Attached: | **No** |
| 3) CSEA Agmt. & 32 Compliance Attached: | **No** |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | **Yes** |
| 5) Insurance Required: | **Yes** |

| **Vendor/Municipality Info:** | |
|---|---|
| Name: **Safety Marking LLC** | ID#:**061267005** |
| Main Address: **255 Hancock Avenue Bridgeport, CT 06605** | |
| Main Contact: **Carly Thomas** | |
| Main Phone: **(203) 333-6870** | |

| **Department:** |
|---|
| Contact Name: **Christopher Liberti** |
| Address: **NCDPW 1194 Prospect Ave Westbury, NY 11590** |
| Phone: **(516) 571-3930** |
| Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,Ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov** |

# Contract Summary

**Purpose:** This contract will refurbish worn and faded, pavement markings on various roads throughout the County Road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

**Procurement History:** The Contractor was selected through an open competitive bidding process. The bid was advertised May 17, 2023. There was one (1) bidder. The bid was received on June 20, 2023. The bid received for the above referenced contract has been examined and the bid submitted by Safety Markings LLC in the amount of $1,391,084.50 was acceptable as the lowest bid.

**Description of General Provisions:** This is a unit price contract. The original contract was executed on 1/16/2025 with a twelve (12) month term. The term of the contract was extended by letter until 12/31/2026.

**Impact on Funding / Price Analysis:** Amendment #1 increases the contract maximum by $695,542.25 from the original amount of $1,391,084.50 for a total maximum contract amount of $2,086,626.75. The funds are available in Capital Project 62153.

**Change in Contract from Prior Procurement:** Adding additional funds.

**Method of Source Selection:**

☑ Contract amendment, extension, or renewal

Contract originally executed on: 01/16/2025

Original procurement method: Formal Sealed Bid

**MWBE Participation:**

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|---|---|---|---|---|---|---|---|---|
| CAP | | | 00 | PWCAPCAP | 00004 | PWCAPCAP 00004 62153 167 | 02 | $695,542.25 |
| Project Number 62153<br>Project Detail 167 | | | | | | | | |
| | | | | | | **TOTAL** | | **$695,542.25** |

| Additional Info | |
|---|---|
| Blanket Encumbrance | |
| Transaction | 109 |
| | |
| **Renewal** | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|---|---|
| Revenue Contract: | |
| County | $0.00 |
| Federal | $0.00 |
| State | $0.00 |
| Capital | $695,542.25 |
| Other | $0.00 |
| **Total** | **$695,542.25** |

# Routing Slip

| | | | |
|---|---|---|---|
| **Department** | | | |
| NIFS Entry | Elizabeth Kobel | 04/30/2026 11:08AM | Approved |
| NIFS Final Approval | Christopher Yansick | 05/04/2026 10:04AM | Approved |
| Final Approval | Elizabeth Kobel | 05/08/2026 11:56AM | Approved |
| **DPW** | | | |
| Capital Fund Approval | Loretta Dionisio | 05/08/2026 11:58AM | Approved |
| Final Approval | Loretta Dionisio | 05/08/2026 11:58AM | Approved |
| **County Attorney** | | | |
| RE & Insurance Verification | Kemely Weiss | 06/05/2026 08:26AM | Approved |
| Approval as to Form | Julie Silverstein | 05/12/2026 12:11PM | Approved |
| NIFS Approval | Mary Nori | 06/05/2026 05:46PM | Approved |
| Final Approval | Mary Nori | 06/05/2026 05:46PM | Approved |
| **OMB** | | | |
| NIFS Approval | Aniello Morgillo | 05/08/2026 12:06PM | Approved |
| NIFA Approval | Christopher Nolan | 05/12/2026 05:28PM | Approved |
| Final Approval | Christopher Nolan | 05/12/2026 05:28PM | Approved |
| **Compliance & Vertical DCE** | | | |
| Procurement Compliance Approval | Benjamin Fischer | 06/08/2026 12:33PM | Approved |
| DCE Compliance Approval | Robert Cleary | 06/08/2026 12:44PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 06/08/2026 02:33PM | Approved |
| Final Approval | Arthur Walsh | 06/08/2026 02:33PM | Approved |
| **Legislative Affairs Review** | | | |
| Final Approval | Eleftherios Sempepos | 06/08/2026 02:50PM | Approved |

| | | | |
|---|---|---|---|
| **Legislature** | | | |
| Final Approval | | | In Progress |
| **Comptroller** | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| **NIFA** | | | |
| NIFA Approval | | | Pending |

# B08-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-14G, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 14, PIN 0761.67, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $695,542.25 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $2,086,626.75 and

WHEREAS, the funding for this Contract Amendment is from capital funds approved by the Nassau County Legislature: now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the

Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

# AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Safety Marking LLC, 255 Hancock Avenue, Bridgeport, Connecticut 06605 ( the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H62153-14G between the County and the Firm, executed on behalf of the County on January 16, 2025 (the "Original Agreement"), the Firm performed construction services consisting of the furnishing labor, materials, tools, equipment, and incidentals as specified for the refurbishment of epoxy pavement markings along various roadways in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for one (1) year, with the Department's option to extend the term of the Contract at its own discretion (the "Term"), and extended by letter to December 31, 2026;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was one million three hundred ninety-one thousand eighty-four dollars and fifty cents ($1,391,084.50) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement to increase the amount of funds available to compensate the Contractor for the providing Services by an additional six hundred ninety-five thousand five hundred forty-two dollars and twenty-five cents ($695,542.25) as provided herein ("Amendment Number One"); and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by six hundred ninety-five thousand five hundred forty-two dollars and twenty-five cents ($695,542.25). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed two million eighty-six thousand six hundred twenty-six dollars and seventy-five cents ($2,086,626.75) ), during the Term (the "Amended Maximum Amount") for Services under the Amended Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Number One shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement or as otherwise provided the Original Agreement.

3. Compliance with Law.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County ( a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts.

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Safety Marking LLC

By: _____

Name: Bronson Kelly

Title: Vice President

Date: 5/8/24

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 8 day of May in the year 2026 before me personally came Bronson Kelly to me personally known, who, [redacted] sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the Vice President of SafetyMarking LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Heeft Ann Bredsh

My Commission Expires
03.31.2030

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 2026 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Contract File

**FROM:** Jane Houdek, Esq.

Designated DCCO

**DATE:**

November 18, 2025

**SUBJECT:**

Amendments f or Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity, and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

**SUBJECT:** Amendments for Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services, or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of non-responsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of non-responsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

**SUBJECT:** Amendments for Contracts No: H62153-1 3GR , 14 G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor reports an OSHA investigation, resulting in an "Other than Serious" violation issued in 2022, on a non-County project. Vendor has performed work for the County for many years without incidence. Vendor reports that it complied with a United States Attorney's office investigation of an unaffiliated company. Vendor reports that a former employee it terminated for aggressive bullying filed a protected speech complaint with the National Labor Relations Board; no violation was issued, and the charge was settled. The Department is satisfied with the Vendor's reporting of Adverse Information and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts H62153-1 3GR , 14 G & 15G.

Jane Houdek
Counsel for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

# Contract Approval Request Form (As of January 1, 2015)

**1. Vendor: Safety Marking LLC**

**2. Amount requiring NIFA approval:** $695,542.25

**Amount to be encumbered:** $695,542.25

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term: to No change to term**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

| | | | |
|---|---|---|---|
| General Fund (GEN) | | Grant Fund (GRT) | |
| Capital Improvement Fund (CAP) | X | Other | |

| | |
|---|---|
| Federal % | 0 |
| State % | 0 |
| County % | 100 |

| | |
|---|---|
| Is the cash available for the full amount of the contract? | No |
| If not, will it require a future borrowing? | Yes |
| Has the County Legislature approved the borrowing? | Yes |
| Has NIFA approved the borrowing for this contract? | No |

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

This contract will refurbish worn and faded, pavement markings on various roads throughout the County Road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

| | |
|---|---|
| Nassau County Attorney as to form | Yes |
| Nassau County Committee and/or Legislature | |

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

| Contract ID | Posting Date | Amount Added in Prior 12 Months |
|---|---|---|

## AUTHORIZATION

**To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.**

CNOLAN 05/12/2026

***Authenticated User*** ***Date***

---

## COMPTROLLER'S OFFICE

**To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.**

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

***Authenticated User*** ***Date***

---

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

***Authenticated User*** ***Date***

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

# Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Mark Kelly state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Safety Marking LLC

Vendor's Address: 255 Hancock Avenue Bridgeport CT US 06605

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/03/2026 01:14:58 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 03/04/2026 01:55:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/03/2026 01:16:17 pm

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

| | |
|---|---|
| Principal Name | Mark Kelly [MKELLY@SAFETYMARKING.NET] |
| Date Certified | 04/01/2026 02:19:38 pm |

| | |
|---|---|
| Principal Name | Terry Healy [THEALY@SAFETYMARKING.NET] |
| Date Certified | 04/01/2026 01:35:07 pm |

| | |
|---|---|
| Principal Name | Steven Treglia [STREGLIA@SAFETYMARKING.NET] |
| Date Certified | 04/01/2026 01:32:23 pm |

I, Mark Kelly hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Mark Kelly MKELLY@SAFETYMARKING.NET

*Name*

Chairman of the Board

*Title*

Safety Marking LLC

*Name of Submitting Entity*

04/01/2026 02:20:46 pm

*Date*

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/03/2026

1) Proposer's Legal Name: Safety Marking LLC

2) Address of Place of Business: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Address: 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 500 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 59 Stilson Road

City: Richmond State/Province/ Territory: RI Zip/Postal Code: 02898

Country: US

Start Date: End Date:

Address: 84 Sylvester Street

| | | | | | |
|---|---|---|---|---|---|
| City: | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

| | | | | | |
|---|---|---|---|---|---|
| Address: | 85 New York Avenue | | | | |
| City: | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| Country: | US | | | | |
| Start Date: | | | | End Date: | |

3) Mailing Address (if different): 255 Hancock Avenue

| | | | | | |
|---|---|---|---|---|---|
| City: | | State/Province/ Territory: | | Zip/Postal Code: | |

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Safety Marking, Inc. reorganized on May 22, 2022 to Safety Marking, LLC. Tax ID is the same.

1 File(s) uploaded: CT Sec of State Business Details.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

When a contract requires unionized labor, Safety Marking LLC will utilize Safety Marking of NY LLC's personnel as Safety Marking of NY LLC is a unionized company. Safety Marking of NY LLC supplies unionized labor to Safety Marking LLC exclusively. Safety Marking of NY LLC will not be performing any active work on these projects. Safety Marking LLC's certified payroll administrator handles Safety Marking of NY LLC's payroll and Safety Marking LLC Controller handles various accounting services for Safety Marking of NY LLC.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Safety Marking LLC is affiliated with Safety Marking of NY LLC which provides union labor solely and exclusively to Safety Marking LLC.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Safety Marking of NY LLC whose sole function is to provide union labor exclusively to Safety Marking LLC. Safety Marking Topco LLC is the parent company to Safety Marking LLC.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.

2 File(s) uploaded: Proof of Payment.pdf, Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a Safety Marking LLC employee had any conflict of interest, that employee would not be allowed to be involved with projects in any capacity nor would they have access to any information regarding the project.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/10/1989

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Mark Kelly, Chairman of the Board

Highview Capital LLC, Shareholder - No owner of Highview Capital directly or indirectly owns 10% or more of Safety Marking LLC

| | | | | | |
|---|---|---|---|---|---|
| First Name | Mark | | | | |
| Last Name | Kelly | | | | |
| MI | | Suffix | | | |
| Address | Safety Marking LLC | | | | |
| City | Bridgeport | State/Province/ Territory | CT | Zip/Postal Code | 06605 |
| Country | US | | | | |
| Position | Chief Executive Officer | | | | |

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

3 File(s) uploaded: CCVD Form - Question 4.pdf, CCVD Form - Question 4.pdf, CT Sec of State Business Details.pdf

iv) State of incorporation (if applicable);

CT

v) The number of employees in the firm;

160

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

5 File(s) uploaded: Abraham Nieves.pdf, Daniel_King_Resume_4.2020.pdf, PJ Clyne.pdf, Ray Ryan.pdf, SMC History 1973 - Present.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

| |
|---|
| 51 |

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

| |
|---|
| Please see attachment with Company History, resumes, and equipment list in item vii) above. Also attached are disclosures that do not apply to any question on this form. |

2 File(s) uploaded: BUSINESS HISTORY Additional Information.pdf, Leslie Robinson, Esq - NYSDOT Item 14e.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|---|---|---|---|
| Company | New York State Department of Transportation | | |
| Contact Person | Jeffrey Dionisio, EIC | | |
| Address | 3380 Veterans Memorial Highway | | |
| City | Bohemia | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 905-7139 | | |
| Fax # | (631) 761-6474 | | |
| E-Mail Address | jeffrey.dionisio@dot.ny.gov | | |

| | | | |
|---|---|---|---|
| Company | The Port Authority of NY & NJ | | |
| Contact Person | Marcelo Morelli, Chief Operations Supervisor | | |
| Address | JFK International Airport | | |
| City | Queens | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 675-1498 | | |
| Fax # | | | |
| E-Mail Address | mmorelli@panynj.gov | | |

| | | | |
|---|---|---|---|
| Company | New York State Thruway Authority | | |
| Contact Person | Jessica Mandy | | |
| Address | 4 Executive Boulevard, Suite 400 | | |
| City | Suffern | State/Province/Territory | CT |
| Country | US | | |
| Telephone | (845) 222-4588 | | |
| Fax # | | | |
| E-Mail Address | jessica.mandy@thruway.ny.gov | | |

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Safety Marking LLC

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

Chief Financial Officer
Title

03/04/2026 01:55:01 pm
Date

# SAFETY MARKING LLC ACTIVE

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

**BUSINESS DETAILS**

## Business Details

### General Information

### Principal Details

Principal Name
Mark Kelly

Principal Title
Manager

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Principal Residence address
[redacted]

Principal Name
WEST ROAD, INC.

Principal Title
Member

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

### Agent details

## Filing History

## Name History

## Shares

**U.S. Department of Labor** Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

# INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

| TYPE OF VIOLATION | CITATION NO. | ITEM NO. |
|---|---|---|
| None | | |

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   **Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20**

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

# RAY RYAN, LI Superintendent

| | |
|---|---|
| **Contact Information** | Cell # - 203.895-1777 Email – rryan@safetymarking.net<br>Office # - 516.333-0489<br><br>***Safety Marking LLC***<br>255 Hancock Avenue<br>Bridgeport, CT 06605<br><br>(203) 333 - 6870 |
| **Position** | **Long Island Superintendent** |
| **Experience** | • Employed by Safety Marking since 2000<br>• Managed various construction and maintenance projects ranging in value from $10,000 to $8 million<br>• Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects since 2012<br>• Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.<br>• Working knowledge of all MUTCD, DOT, & FAA specs and regulations<br>• Experienced in layout of new and phase construction<br>• Experienced Epoxy Crew Foreman<br>• Experienced Superintendent |
| **Additional Training** | • First Aid & CPR certified<br>• ATTSA Certified Traffic Control Technician<br>• ATTSA Certified Traffic Control Supervisor<br>• OSHA 30 |

***SAFETY MARKING, INC.***
***255 Hancock Avenue***
***Bridgeport, CT 06605***
***FEIN:*** [redacted]

**A.** Safety Marking, Inc. has been owned and operated by Mark Kelly since 1973 and is the #1-line striping company in the Northeast and in the top 5 in the Nation.with annual revenues of $40,000,000 to $50,000,000. Safety Marking, Inc. is a full service highway, roadway and airport marking company with expertise in every aspect of pavement marking. Our Corporate Headquarters are located in Bridgeport, CT with offices in Richmond, RI and Westbury, NY. We have successfully completed striping jobs, large and small that include Highway striping, Airports, Parking lots and Custom jobs.

Safety Marking, Inc. offers a full range of products and services that include all aspects of stage construction and application of all durable markings (Epoxy, Thermoplastic, Preformed Tape and Heat Fused Tape) as well as removal of existing markings by hydro blasting, grinding & shot blasting and the installation of rumble strips.

Safety Marking, Inc. is committed to looking toward the future and is constantly working with industry leaders on testing and developing the next generation of pavement markings.

Some company milestones are as follows:

1973 – Safety Marking, Inc. is founded by President Mark Kelly who owns 100% of its shares
1988 - Company launches a full-time highway and roadway marking operation
1989 – Safety Marking, Inc. incorporated February 10, 1989
1993 - Company celebrates its 20th anniversary and beings the first CT State Prime job
1994 - Company establishes new Headquarters in Bridgeport, CT
1995 – Company contracts first NYSDOT Prime job
1996 – Company marks first RIDOT State Prime job
1999 – Company expands to RI and opens second office facility in Richmond
2002 – Company completes initial PANYNJ Prime servicing LGA, JFK, EWR, SWF & TEB
2005 – Company opens third office in Westbury, NY
2012 – Company acquires waterblasting truck for hydroblasting removal
2013 – Company expands its Bridgeport offices and moves its Headquarters to 255 Hancock Ave
2013 – Company is awarded 7 Year PANYNJ Maintenance contract
2014 – Company is awarded 5 Year Westchester County Airport striping & rubber removal contract
2015 – Company is awarded 3 Year Hydro-rubber removal bid for the CT Airport Authority
2015 – Company awarded 3.5 Year subcontract with Rampart Hydro for PANYNJ Rubber Removal Contract
2016 – Company is awarded all 7 CTDOT striping projects, NYSDOT striping contract on Long Island and RIDOT striping contract
2017 – Company is awarded a NYSDOT striping contract on Long Island, striping contracts with Suffolk County, Nassau County, MacArthur Airport, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.
2019 – Hired Daniel King as our Manager of Learning & Development to train all employees
2019 – Opened a new Training Facility at 500 Bostwick Avenue, Bridgeport, CT 06605
2020 – Present - Company continues to win striping contracts with NYSDOT, RIDOT, CTDOT, PANYNJ, CT Airport Authority, Nassau County, Dutchess County, Westchester County, Municipalities in NY, CT & RI and begins the service of installing rumble strips.

# Patrick J. Clyne, Safety Director


**Contact Information**

Cell # - 203.258-7367
Email - pjclyne@safetymarking.net
Office # - 203.814-3410

***Safety Marking, Inc.***
255 Hancock Ave.
Bridgeport, CT 06605
203.333-6870


**Position**

**Safety Director**

**Experience**

- Employed by Safety Marking since 1993
- Managed various construction and maintenance projects in CT, NY & RI ranging in value from $10,000 to $8,000,000
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

**Additional Training**

- First Aid & CPR certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor
- 30 Hr OSHA Certified

**Education**

Humboldt State University – BS in Biology
Dale Carnegie Graduate

# Abraham Nieves


**Contact Information**

Cell # - 203.258-4842
Email - anieves@safetymarking.net

***Safety Marking LLC***
255 Hancock Ave.
Bridgeport, CT 06605

(203) 333 - 6870


**Position**

**Airport Manager**

**Experience**

- Employed by Safety Marking since 1995
- Managed various construction and maintenance projects in CT, NY, RI ranging in value from $10,000 to $3 million
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

**Additional Training**

- First Aid & CPR certified
- OSHA 30 Hr
- AirMark Certified
- Hydro-removal Certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor

# Daniel J. King

[redacted]

daniel.f.king@outlook.com | http://www.linkedin.com/in/kingdaniel

---

***Needs Analysis ♦ Assessment Management***

***Presentations ♦ Training and Development***

***Curriculum Design and Implementation***

***Education ♦ Success Coaching***

**Accomplished training and development professional dedicated to life-long learning and instruction, capable of advanced level independent and collaborative efforts based on customer needs. Highly engaging presenter using experience, humor, and trust to engage audiences and deliver content in a principled, equitable, and inviting atmosphere where discussion and questions are the foundation for learning.**

**Career:**

***Safety Marking Inc., Bridgeport, CT (2018-Present)***
Manager of Learning and Development – Human Resources

Safety Marking provides services to government agencies, municipalities, and independent companies throughout New York, Connecticut, Massachusetts, and Rhode Island. With three locations and a state-of-the-art multi-functional fleet, Safety Marking is a full-time highway and roadway marking operation.

Responsibilities:
- Oversee Performance Management and LMS
- Provide Performance Coaching to Management and Staff
- Design and deliver Operations and Professional skills training

***Brookhaven National Laboratory, United States Department of Energy, Upton, NY (2014 – 2017)***
Principle Technical Training Specialist: Training and Qualification – Human Resources

Brookhaven National Laboratory is a multipurpose research institution funded primarily by the US. Department of Energy's Office of Science that brings world-class facilities and expertise to the most exciting and important questions in basic and applied science— from the birth of our universe to the sustainable energy technology of tomorrow.

Accomplishments:
- Annually deliver 900+ hours of classroom safety courses to audiences including scientific, support and labor personnel
- Directly impact annual accident rate of less than 0.5% by providing instruction in Fall Protection, Confined Space Safety, Hazard Identification, Slip Simulation, Concrete and Masonry Penetration, Site Orientation, and Employee On-boarding
- Partner with Subject Matter Experts (SMEs) and leadership to ensure 2600 lab employees understand and follow relevant Federal, State, local, industry and laboratory safety and compliance regulations
- Provide analysis, consultation, design and development for the implementation of web-based training for operations such as Accident Investigation, Information Safety, Records Management, and Talent Acquisition
- Collaborate lab-wide to identify root causes and areas for development in safety compliance and operations conduct and determine the most appropriate materials and methods for addressing needs and improving deficiencies
- Collaborate with colleagues to manage training website content for 300+ courses, an annual classroom training calendar of more than 450 sessions, and a six terabyte database of training resources
- Explained the history and science of BNL to guests and visitors as site guide during regular individual and group site tours
- Primary voice-over talent for lab-wide A/V productions including R&D 100 submissions, synchrotron advancements, nano research, collider experiments, historical milestones, operations, and emergency procedures
- One of 20 chosen to participate in the 2016 annual BNL Mentorship Program
- Recipient of 2016 Spotlight Award for exceptional job performance

***Spellman High Voltage Electronics Corporation, Hauppauge, NY (2012 – 2014)***
Training Manager: Global - Human Resources

Spellman provides direct current and high voltage power supplies for the medical, industrial and scientific communities.

Accomplishments:
- Managed a training budget for 1400 international employees with operations in seven countries
- Reviewed Key Performance Indicators and Annual Performance Reviews with senior staff to align training with goals
- Maintained training records and demonstrate data integrity during audits
- Collaborated with SME's and vendors to develop and deliver hard & soft skill training for internal customers
- Developed and design ELearning courses using Articulate, Audacity, Active Presenter, and MS Movie Maker
- Managed utilization of complete *Velsoft* library including customization, branding, and presenting courses
- Partnered with EHS to develop and present OSHA compliance training such as PPE, Aerial and Scissor Lift, Fall &Hearing Protection and HazCom
- Collaborated with Quality SME to ensure training compliance with ISO 9001 and 14001 standards and policies
- Managed Pearson Global English program for 100 users

***Healthfirst, New York, NY (2009 – 2012)***
Training Manager for Coaching and Development: Center for Employee Excellence - Human Resources

Healthfirst serves New York and New Jersey with over 1,000,000 members and a network of more than 25,000 providers.

Accomplishments:
- Co-Lead the Excellence in Management Program roll-out to 370 mid-level managers
- Graduated Healthfirst's American Management Association Leadership Development Program
- Co-Managed employee learning portal using SumTotal LMS
- Coached 35 Medicare and Medicaid District Managers on enrollment compliance, process, and procedure
- Spearheaded training roll-out of Healthfirst's Medicaid Paperless Enrollment Application System to 400 employees
- Managed training department content using CMS400.net system
- Collaborated with internal SME's to design and deliver ELearning courses using Articulate software
- Delivered new hire training to New York State Medicaid Facilitated Enrollers and Medicare Sales Reps
- Managed skills assessments, system training, and refresher training for 200 field staff via ILT, E-Learning, and webinar

***Autologic, Huntington, NY (2007 - 2009)***
Curriculum Development Director – Training Publications

Autologic develops diagnostic and programming software for European & Asian luxury and sports cars.

Accomplishments:
- FrameMaker expert
- Generated 40% ROI on training investment over 18 months
- Researched, wrote and designed training manuals for instructor-led training to customers across NA and Canada

***InsideTrack, Success Coaching, San Francisco, CA (2005 - 2006)***
Success Coach – NJ & CA

InsideTrack promotes student engagement, persistence, and success through personalized student coaching services.

Accomplishments:
- Certified Success Coach for 75 adult learners
- Coached learners to identify and create goals designed to chart immediate and long-term success
- Conducted 15 daily one-to-one time management, problem-solving, and decision-making skills workshops
- Developed and implemented strategies to achieve self-awareness, academic preparedness, and goal attainment

***Hackensack Board of Education, High School, Hackensack, NJ (1994 - 2004)***
Teacher of Secondary English – Humanities Department

Accomplishments:
- Teacher of 125 secondary students developing writing, reading, research & analysis, and documentation skills
- Curriculum development and delivery that met and exceeded local, state, and federal standards as per NCLB

**Education**
Fairleigh Dickinson University
Master of Arts, Teaching English Language & Literature

St. Thomas Aquinas College
Bachelor of Arts, English & Journalism

**License / Certificate / Qualification**
Success Coach
Adult CPR/AED (AHA)
Basic Life Support (AHA)
Confined Space Trainer (BNL)
Fall Protection: Competent Person (Miller)
State of New Jersey: English Language Arts, Secondary Educator

**Membership**

| | |
|---|---|
| Association for Talent Development (ATD) | http://www.astd.org/ |
| The ELearning Guild | http://www.elearningguild.com/ |

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References Available Upon Request

**BUSINESS HISTORY FORM**
**Miscellaneous Disclosures that do not apply to any question on this form**

On April 5, 2019, the company received a civil investigative demand from the United States Attorney's office, Northern District of New York. The civil demand required the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. Safety Marking, Inc. complied with the investigative demand and disclosed all documents in accordance thereto and received the attached letter terminating any reporting requirements closing this matter. Please see attached letter from Leslie Robinson, Senior Attorney/NYSDOT.

In January 2020 an employee who was terminated for aggressive and bulling conduct filed a Charge with the NLRB alleging that his bulling conduct was protected speech under the NLRA. No Complaint was issued by the NLRB and the Charge was withdrawn in February 2020 after a settlement.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JANICE A. McLACHLAN
Acting Chief Counsel

**VIA EMAIL ONLY**

March 10, 2021

Joshua A. Hawks-Ladds, Attorney
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103-3702
JHawks-Ladds@pullcom.com

Mark Kelly, President
Safety Marking, Inc.
PO Box # 38186
Bridgeport, CT 06605
MKelly@safetymarking.net

**Re: Safety Marking, Inc.**

Dear Mr. Hawks-Ladds:

On January 19, 2021, you notified the New York State Department of Transportation ("the Department") on behalf of your client, Safety Marking, Inc., ("Safety Marking") of a new development related to the United States Attorney's Civil Investigative Demands and investigation of The Fence Man, Inc. Specifically, you reported that Safety Marking has learned that the United States Attorney's Office (USAO) has settled its investigation of The Fence Man, Inc., and the government and the Fence Man executed a formal Settlement Agreement resolving the matter. You also reported that the USAO has not contacted your client, Safety Marking, since June 2019 regarding its investigation of The Fence Man, Inc., and that The Fence Man matter is now closed. Additionally, you indicated that you do not believe that the USAO has any timely claims that could be raised against your client. Therefore, you requested an end to Safety Marking's reporting requirements regarding the USAO's Investigative Demands and investigation of The Fence Man, Inc.

This request was presented to the Department's Contract Review Unit ("CRU") for further consideration on behalf of the Department. The Department hereby grants your request to end Safety Marking's reporting requirements regarding The Fence Man.

Please contact me by e-mail at Leslie.Robinson@dot.ny.gov if you have questions regarding this.

Sincerely,



Leslie Robinson
Senior Attorney

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:14:58 pm

Vendor: Safety Marking LLC

Title: Chief Financial Officer

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mark Kelly
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143423

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 500 Bostwick Avenue

**City** Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
**Country** US
**Phone** (203) 814-3423

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**Type** Business
**Description**
**Address** 59 Stilson Road

**City** Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
**Country** US
**Phone**

---

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 84 Sylvester Street | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 New York Avenue | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | | | | | |

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | 09/02/2025 | Shareholder | 02/10/1989 |
| Chief Exec. Officer | 02/10/1989 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mark Kelly owns the real estate for all of the office locations for Safety Marking LLC. Safety Marking LLC leases those locations from Mark Kelly.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of Safety Marking of NY LLC since May 1, 2016. Safety Marking of NY LLC exclusively provides union labor to Safety Marking LLC. Safety Marking of NY LLC will not be performing any active work on these projects. Owner of the

following holding companies related to real estate and others: Kelly Family Holdings LLC, 460 Bostwick Avenue, Bridgeport LLC, West Road Inc., 255 Hancock Avenue, LLC, New York Avenue LLC, 17 Danbury Avenue, Westport LLC, Stilson Road LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information that "Roadway Striping"

1 File(s) uploaded: Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mark Kelly , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Kelly , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Kelly MKELLY@SAFETYMARKING.NET

CEO

Title

04/01/2026 02:19:38 pm

Date

**U.S. Department of Labor** Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

# INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

| TYPE OF VIOLATION | CITATION NO. | ITEM NO. |
|---|---|---|
| None | | |

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   **Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20**

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Steve Treglia
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143413

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 500 Bostwick Avenue

**City** Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
**Country** US
**Phone** (203) 814-3413

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**Type** Business
**Description**
**Address** 59 Stilson Road

**City** Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
**Country** US
**Phone**

---

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 84 Sylvester Street | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 New York Avenue | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | | | | | |

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 05/01/2016 | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Steven Treglia , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Treglia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

CFO

Title

03/30/2026 09:09:01 am

Date

**U.S. Department of Labor** Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

# INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

| TYPE OF VIOLATION | CITATION NO. | ITEM NO. |
|---|---|---|
| None | | |

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   **Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20**

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Terry Healy
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2033336870

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2033336870

List of other addresses and telephone numbers attached

**Type** Business
**Description**
**Address** 500 Bostwick Avenue

**City** Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
**Country** US
**Phone** (203) 333-6870

**Type** Business
**Description**
**Address** 59 Stilson Road

**City** Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
**Country** US
**Phone** (203) 333-6870

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 84 Sylvester Street | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | (203) 333-6870 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **Type** | Business | | | | |
| **Description** | | | | | |
| **Address** | 85 New York Avenue | | | | |
| **City** | Westbury | State/Province/ Territory: | NY | Zip/Postal Code: | 11590 |
| **Country** | US | | | | |
| **Phone** | (203) 333-6870 | | | | |

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|---|---|---|---|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | 09/02/2025 | Secretary | |
| Chief Financial Officer | | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Former CEO of Shamrock Environmental Corporation. Company was based out of Greensboro, NC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years

while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Is there any misdemeanor charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Is there any administrative charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Terrence Healy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Terrence Healy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Terrence Healy THEALY@SAFETYMARKING.NET

CEO

Title

03/30/2026 09:11:56 am

Date

**U.S. Department of Labor** Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

# INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

| TYPE OF VIOLATION | CITATION NO. | ITEM NO. |
|---|---|---|
| None | | |

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   **Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20**

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Safety Marking LLC

Address: 255 Hancock Avenue

City: Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Safety Marking, Inc. reorganized May 24, 2022 to Safety Marking LLC. Tax ID is the same as is all other information.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Safety Marking LLC is owned by Safety Marking Topco LLC which is owned by Mark Kelly, [redacted] and Highview Capital[redacted] Highview capital is a large private equity fund and the individual shareholders, partners and members of the fund are private information and not known at the Safety Marking LLC level.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Safety Marking of NY LLC
Safety Marking Topco LLC (However, not taking part in any portion of this contract)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

255 Hancock Avenue

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:16:17 pm

Title: Chief Financial Officer

**The term lobbying shall mean any attempt to influence**: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

CONSULTANT'S, CONTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principles; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
RSC Insurance Brokerage, Inc.
Risk Strategies - TriPoint
21c Arts Center Ct
Avon, CT 06001

**CONTACT NAME:** Amanda Harding
**PHONE (A/C, No, Ext):** 959-230-1007 x4676 **FAX (A/C, No):**
**E-MAIL ADDRESS:** aharding@risk-strategies.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Company | 16535 |
| INSURER B : Endurance Assurance Corporation | 11551 |
| INSURER C : American Zurich Insurance Company | 40142 |
| INSURER D : SiriusPoint Specialty Insurance Corp | 16820 |
| INSURER E : Westchester Surplus Lines Insurance Co | 10172 |
| INSURER F : | |

**INSURED**
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

**COVERAGES** **CERTIFICATE NUMBER:** 87838468 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✓ PRO-JECT ✓ LOC<br>☐ OTHER: | ✓ | | [redacted] | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | ✓ | | [redacted] | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 2,000,000<br>$<br>$<br>$<br>$ |
| B | ☐ **UMBRELLA LIAB** ✓ OCCUR<br>✓ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | ✓ | | [redacted] | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | [redacted] | 7/1/2025 | 7/1/2026 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Excess Liability (2nd Layer) | | | [redacted] | 7/1/2025 | 7/1/2026 | $2,000,000 occ/$2,000,000 agg | |
| E | Excess Liability (3rd Layer) | | | | 7/1/2025 | 7/1/2026 | $5,000,000 occ/$5,000,000 agg | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locations in Nassau County
The County of Nassau, all Municipalities, Municipal Sub- Divisions, Fee Owners of Properties, and Consultants and any other parties required by written contract are included as Additional Insured per the attached forms.

**CERTIFICATE HOLDER**
H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locat
County of Nassau
1194 Prospect Ave
Westbury NY 11590

**CANCELLATION**
**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Amanda Harding

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**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
Inter-Departmental Memo

**TO:** Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** November 5, 2025

**SUBJECT:** Pavement Marking Improvements Phase 14
Contract H62153-14G
Encumbrance No. CHPW24000008
**Approval of Contract Amendment No. 1**

This Department is requesting approval of the following Amendment that is necessary for Safety Marking, LLC to perform additional construction services involving the refurbishment of worn and faded pavement markings on Nassau County roads including long lines, stop lines, hatching, crosswalks, symbols and letters to assure good visibility and promote safe and efficient movement and operation of traffic.

**PAVEMET MARKING IMPROVEMENTS PHASE 14, CONTRACT No. H62153-14G**
**ADDITIONAL FUNDING: Increase Maximum Amount by $695,542.25**

This pavement marking project was bid using New York State Department of Transportation (NYSDOT) pavement marking standards and specifications that did not provide sufficient wet weather nighttime retro-reflectivity. Additionally, after the contract was awarded, the Federal Highway Administration released an update to the *Manual on Uniform Traffic Control Devices* to modify pavement marking requirements while the Traffic Engineering Unit was in the process of developing a new epoxy specification to enhance visibility of the pavement markings during wet-night conditions to address the wet weather safety concerns. These factors resulted in updated pavement marking standards and specifications, which led to a fifty (50%) percent increase in line striping width and the inclusion micro-crystalline ceramic beads that provide superior wet-night visibility of the markings over what was used in the past. Since the new pavement marking standards and specifications led to an increased cost per linear foot of pavement markings, not all of the original roads that were scoped for the project could be completed. Additionally, roadways that were recently resurfaced utilizing the NYSDOT pavement marking material required refurbishment to remediate the wet weather nighttime visibility issue. The additional funding being requested will enable us to complete all of the remaining work using our upgraded standards and specifications.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return the memo to this office for appropriate action.

Joseph G Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

11/5/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Liberti, Christopher\Safety Marking H62153-14G PM Phase 14 Approval Contract Amend No. 1 $695,542.25.cl.doc

# Request to Initiate - R25-0254 (P25-0106 - Supplemental Funding for Pavement Marking Phase 14 - H62153-14G)

| | | | |
|---|---|---|---|
| RTI Status | **Active** | | |
| Request Type | **RFBC** | | |
| Service Requested | **Supplemental Funding for Pavement Marking Phase 14 - H62153-14G** | | |
| Justification | **The pavement marking specification being used has been updated to include new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to enable us to complete all of the work that was scoped under the existing pavement marking project using our new standards and specifications.** | | |
| Requested By | **Public Works** | Project Manager | **Harold Lutz** |
| Project Cost for this Phase / Contract | **Construction** | | |
| PIR Phase Amount Listed | **695,542.25** | Phase Cost | **695,542.25** |
| Total Project Cost | **$695,542.25** | | |
| Start Work | **04/15/2026** | Duration | **6 months** |
| Renewal Options | **None** | | |
| Procurement Method | **Formal Sealed Bid** | | |
| Procurement Method Reason | **The original project has already been bid. We will be using the same contract terms and bid prices.** | | |
| Priority Justification | **Other** | | |

## Funding Source

| Funding Type | Capital Project | Capital Detail | Funding Code | County | Federal (Direct) | Federal (Pass Thru State) | State | Other | Created On | Created By |
|---|---|---|---|---|---|---|---|---|---|---|
| Capital | 62153 - Federal Aid Durable Marking Program | 167 | PWCAPCAP | 695,542.25 | | 0 | | | 10/20/2025 | James Woytysiak |

## State Environmental Quality Review Act

**Type II Action**

Supplemental Environmental Documentation

# Outsourcing Questionnaire

| Question | Answer |
| --- | --- |
| Does the County own the proper equipment to do the work? | |
| If the County does not own the proper equipment can it rent/lease the equipment? | |
| If the County does not own the proper equipment what is the time frame to buy the equipment? | |
| If the County does not own the proper equipment what is the cost of the equipment? | |
| If the Department, chooses to buy the equipment is the cost budgeted? | |
| If Yes and choosing to outsource, please explain why? | |
| What is the duration of the project if done inhouse?<br><br>• Employee / Man Hours<br>• Number of Days<br>Show calculations. | |
| What is the duration of the project if out sourced? | |
| What is the priority of the project?<br>(Emergency, High, Medium, Low) | |
| Is the project subject to seasonality? | |
| What is the project cost of the project in done in-house?<br>• Labor<br>• Materials<br>Show calculation if possible. | |
| What is the project cost of the project if outsourced? | |
| Does this require a specific skill set not currently within the County work force? | |
| Does the Title exist to perform the function? | |
| Does the skill set require specific training? | |
| Does the Skill set require certification certificates? | |
| Are continuing education credits required to maintain certification? | |
| Is this a task that must be performed often? | |
| If the task is not performed often would the employee remain proficient in the duties required? | |
| Is this project installing an operation system requiring a licensed installer from the manufacture? | |
| Are there any warranties that would be voided if not installed by a licensed person or company? | |
| Do County employees always perform this function? | |
| If County employees do not normally perform the function, please specify why? | |
| If County employees normally perform the function why is DPW choosing to outsource? | |
| Is there associated risk liability that would necessitate outsourcing? | |
| Is the project paid via outside funding? | |
| Does the outside funding require outsourcing for it to be reimbursed? | |

## Notes

| Note Type | Note | Created On | Created By |
|---|---|---|---|
| Reject | Rejecting to update project detail code for funding source. | 10/20/2025 | James Woytysiak |

## Approvals

| | | |
|---|---|---|
| Request Submitted | **Christopher Liberti** | **10/20/2025 10:51 am** |
| Funding Added | **See Funding Source Tab** | |
| Capital Funding Approved | **James Woytysiak** | **10/20/2025 10:53 am** |
| AIM Entered | **Deanna Funk** | **10/21/2025 07:12 am** |
| Time Sheet Code | **25-0254** | |
| Commissioner Approved | **William Nimmo** | **10/21/2025 08:50 am** |
| DCE / Ops Approved | **Arthur Walsh** | **10/23/2025 12:56 pm** |

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

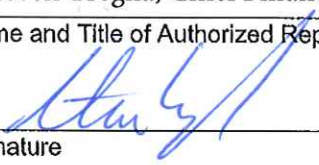
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven Treglia, Chief Financial Officer — 3/18/26

Name and Title of Authorized Representative — m/d/yy



Signature — 3/18/26 Date

Safety Marking LLC

Name of Organization

255 Hancock Avenue Bridgeport, CT 06605

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

March 6, 2026

Bronson Kelly, Vice President of Operations
Safety Marking LLC
255 Hancock Avenue
Bridgeport, CT 06605

Re: Nassau County Pavement Marking Improvements Phase 14
Contract No.: H62153-14G; PIN 0761.67; LD040324
Encumbrance No.: CHPW24000008 for $1,391,084.50
**Extension of Time**

Dear Mr. Kelly:

This is in reference to your letter dated January 14, 2026, requesting an extension of time under the aforementioned contract due to inclement weather conditions that ceased seasonal operations earlier than anticipated. Based on the reason stated above, you are hereby advised that the extension of time per Article XIII of the Agreement is granted to December 31, 2026 to coincide with the expiration of the State and Local Agreement.

This extension of time is not an acknowledgement by the Commissioner that the same was caused by any action on the part of the County and shall serve to relieve you from any of the terms and conditions of the Contract or from full responsibility of performance of the obligations hereunder. The County specifically reserves any and all claims, causes of action, and the right to assess damages against you or your surety.

Very truly yours,

Michael Kwaschyn

Michael Kwashcyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering Unit
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III
Kuros Sorbi, Resident Engineer
Donnalyn Pritchard, Office Engineer
Isaac Aliyu, NYSDOT Regional Local Projects Construction Monitor

B12-24

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 Prospect Avenue
Westbury, NEW YORK 11590-2723

# NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS PHASE 14

PIN 3761 67
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO: H62153-14G

April 2023

Responsible Local Official

Arthur T. Walsh
Chief Deputy County Executive

Licensed Professional

Kenneth G. Arnold, P.E.
Commissioner of Public Work

NO TEXT ON THIS PAGE

# Contract No. H62153-14G
# PIN 0761.67

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Nassau County
New York

## NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **Tuesday, June 20, 2023 until 10:30 AM, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature**, and the contract awarded as soon thereafter as practicable for:

# Nassau County
# Department of Public Works
# Pavement Marking Improvements, Phase 14
# P.I.N. 0761.67
# Various Locations
# Contract No. H62153-14G

This contract will refurbish worn and faded, pavement markings (i.e. longitudinal lines, transverse lines, letters and symbol pavement markings) on various roads throughout the County road system with a durable, reflective pavement marking materials. These markings will help guide drivers along County roads and will help enhance the safety and efficiency of our roads.

**All questions should be submitted in writing to the attention of Harold Lutz, Project Manager, 1194 Prospect Ave., Westbury, N.Y. 11590, by no later than 4:00 PM on Tueday, June 6, 2023. Questions may also be e-mailed to hlutz@nassaucountyny.gov. No faxed questions will be accepted.**

**No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.**

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. **At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Operating Engineer, or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.**

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the **Permit Office** of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on Friday, May 19, 2023 until 3:45 PM on Friday, June 16, 2023 (Closed from 12:00 N to 1:00 pm and on all County Holidays). Copies of the Bid Contract Documents for use in bidding will be available for purchase at the Permit Office. Furthermore, a downloadable set of the technical specifications (NOT to be used for bidding) can be**

**found on the County solicitation board at no charge for all registered users** at:
https://apex5.nassaucountyny.gov/ords/f?p=533:226
**To access these documents, click on the "Vendor Portal" link.**

**In order to submit a bid,** a non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, **will be required for each set of Bid Contract Documents purchased from the Permit Office.** Prospective bidders requesting Contract Documents **by mail** must remit an additional, non-refundable, fee of $30.00 per set to cover handling and first-class mailing. ***ONLY BID CONTRACT DOCUMENTS PURCHASED FROM THE PERMIT OFFICE IN THIS MANNER WILL BE ACCEPTED/CONSIDERED.*** **In addition, any vendor submitting an offer for this solicitation should submit the required vendor disclosures in the Vendor Portal as well.**

**Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County. The Nassau County Bid Solicitation Boards are open to all registered vendors. Vendors that have not registered are able to view open solicitation opportunities, but they are not able to download solicitation documents or submit bids or proposals.**

**To complete the registration process, please click on the New Vendor registration link:**
https://apex5.nassaucountyny.gov/ords/f?p=CEVM:VREG

**SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.**

Security for Bid as set forth herein must be presented with the Bid.
**"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, IF THE BID REQUIRES SUBMISSION OF SUBCONTRACTOR INFORMATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON-RESPONSIVE."**

Please be advised that the DBE go al for the subject County Federal Aid Project was set at 10%. The Project also has a **5.8%** EEO Minority participation goal along with a **6.9%** EEO Female participation goal.

**MWBE UTILIZATION PLAN – In accordance with Title 53, Nassau County Local Law No.14-2002, all Vendors shall submit a MWBE Utilization Plan with their Proposal.**

Project has federal funding. Federal reporting and NYSDOT record keeping requirements are included as part of the contract documents.

Dated at Mineola, LI
May 17, 2023

By Order of County Executive, Bruce A. Blakeman
By Michael C. Pulitzer, Clerk of the Legislature

# **All Contractors - Please Note:**

This Nassau County construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting Nassau County clause/procedures. In addition, this project will be constructed in conformance with the lateest New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with Nassau County bidding requirements contained within, the NYSDOT specifications will apply.

## *DISADVANTAGED BUSINESS ENTERPRISE PROGRAM*

The Contractor is advised that this construction contract is funded with Federal Highway Administration (FHWA) funds and, as such, is subject to United States Department of Transportation (USDOT) rules and regulations implementing the USDOT Disadvantaged Business Enterprise (DBE) program mandated by Federal Law. **The DBE goal for this construction contract is TEN percent (10%).**

Accordingly, the Contractor will be responsible for completing **all** mandated DBE forms as described in New York State Department of Transportation's manual ***Procedures for Local Projects Manual, Chapters 13, 14, and 15.*** These chapters and related forms can be downloaded from the following NYSDOT webpage:
https://www.dot.ny.gov/plafap?nd=nysdot

The lowest responsible bidder, once approved by Nassau County Department of Public Works, will be required to submit DBE Forms **AAP-19LL - DBE SCHEDULE OF UTILIZATION,** ***AAP 20LL - DBE UTILIZATION WORKSHEET,*** and ***CONR 89LL – APPROVAL TO SUBCONTRACT,*** **prior** to contract award; printed directly from EBO once the Template is uploaded on to EBO and the Lowest bidder has performed pre-award approvals, etc.

## ***OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS***

The Contractor is also advised that this FHWA funded contract will be subject to the requirements of **Title 29 CFR**. Specifically, all requirements of **29 CFR Part 1910** and **Part 1926** will be enforced on this County contract. The New York State Public Employee Safety & Health Bureau (**PESH**) of the New York State Department of Labor has adopted all of the standards of **Title 29 CFR**. Construction Program employees are public employees, and are therefore covered by **PESH** primarily under **29 CFR 1910**.

The Contractor will perform all necessary planning, supervision, and training activities to ensure that all of the requirements of **29 CFR 1926** are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the County, prior to the start of work, satisfactory evidence that all current requirements of **29 CFR 1926** will be adequately addressed. As a minimum, the Contractor shall provide a written **Project Safety and Health Plan** which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins and periodically throughout the project, the Contractor's project supervision staff shall meet with the County to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the contract site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum, this plan shall include the following items:

- Identification of project and company safety officers.
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.
- **List of Hospital(s) in close proximity to job location(s), depending on the number of locations.**
- **Direction(s) to each hospital from each job location.**

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and

shall be **OF THE BID BOND FORM PROVIDED** and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then **"attached to the OUTSIDE of the envelope containing the BID."**

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have **NOT** been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Kenneth G. Arnold, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in

writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document. If there are any changes to be made to the contract - item quantity **changes**, etc. - after NYSDOT Contract Documents approval - any addenda must be submitted to the NYSDOT Design Department for review and approval **prior to letting the project.**

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in an amount equal to not less than 10% of the amount bid, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in an amount of not less than 10% of the amount bid. BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN**. The American Institute of Architects or similar substitute forms **OR FORMS IDENTICAL TO THAT PROVIDED HEREIN** will **NOT** be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.**

2. **If after opening the BID, the Bid Security is found to be less than the required 10%, the BID will at that point be determined to be non-responsive and the BID will be rejected.**

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency

under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

## I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller.

http://www.osc.state.ny.us/vendrep/.

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

   a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

   b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

   c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

   d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not

limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder

has the capability to perform and complete the contract for the bid amount.

**NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.**

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to

satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

1. The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

2. After the Sponsor (Nassau County Department of Public Works) lets the project, a contract award package is compiled as per Chapter 14 of the Local Project Manual (LPM) and submitted to NYSDOT Construction for review and their concurrence. Once the contract award package is found to be in order, the Sponsor (NCDPW) will receive from the NYSDOT Construction a "Notice to Proceed" letter in the form of an e-mail, and the project is officially awarded. **Then the Sponsor should schedule a pre-construction meeting with the NYSDOT Local Project Construction Monitors, utility companies (if applicable), and the Consultant inspection staff.**

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

| Value of Contract | Administrative Fee |
|---|---|
| $0 - $5000 | $0 |
| $5001 - $50,000 | $160 |
| $50,001 - $100,000 | $266 |
| Over $100,000 | $533 |

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a

Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices. Instructional materials may be provided during the brief instructional session.

R. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a

2. GENERAL MUNICIPAL LAW, Section 103-d

3. LABOR LAW, Article 8 and Article 10

4. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS

4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3

5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.

7. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

8. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

9. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

S. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. Within 30 days after the Department has granted preliminary approval of proposed subcontractor(s), contractor shall provide all required vendor integrity and disclosure documents for preliminarily approved subcontractor(s). A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

   a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

   b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

   c. Not have an unsatisfactory record of performance.

   d. Not have an unsatisfactory record of integrity and business ethics.

   e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

U. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. APPRENTICESHIP TRAINING PROGRAMS

**The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.**

X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

**All bidders are required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which requires bidders to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53.** The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

Y. PARTICIPATION BY SERVICE DISABLED VETERANS IN COUNTY CONTRACTS

**The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.**

Z. DISADVANTAGE BUSINESS ENTERPRISE (DBE) UTILIZATION

DBE should follow the Section 13.8 of the LPM procedures.

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.
2. Definitions.
3. Requirements and Exceptions.
4. Enforcement.
5. Severability.
6. Applicability

1. **Legislative intent and purpose.** The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. **Definitions.** As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved

by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least on apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.

D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the

contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying the signatory status.

E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person,

individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

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FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Safety Marking LLC

as Principal; and Travelers Casualty and Surety Company of America as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of the Bid dollars ($ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 20th day of June, 20 23

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. H62153-14G for the
NASSAU COUNTY PAVEMENT MARKINGS PHASE 14
NYSDOT PIN 0761.67

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

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and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Safety Marking LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
Mark Kelly, President

by _____ (L.S.)
Title

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer
SAMUEL MARC GOULET - ATTORNEY-IN-FACT

~~XXXXXX~~WITNESS _____ (L.S.) (Corporate seal of Surety)
Title of ~~Officer~~
BENJAMIN SHAW

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(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT )

)

ss.: Bridgeport
COUNTY OF FAIRFIELD )

On this 20th day of June , 20 23 , before me personally came Mark Kelly to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the President of the Safety Marking LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

CAROLINE SUMNER
Notary Public - Connecticut
My Commission Expires
January 31, 2024

Caroline Sumner
Notary Public
Caroline Sumner

(Acknowledgment by Contractor if a partnership)

STATE OF _____ )

)

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____ )

)

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

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(Acknowledgment by Surety Company)

STATE OF MAINE )

)

ss.:
COUNTY OF ANDROSCOGGIN )

On this 20th day of June , 20 23 , before me personally came SAMUEL MARC GOULET to me Known, who being by me duly sworn, did depose and say that he resides in LEWISTON, ME

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said MELANIE A BONNEVIE further said that She is acquainted with SAMUEL MARC GOULET and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said SAMUEL MARC GOULET subscribed to the within instrument is in the genuine handwriting of the said SAMUEL MARC GOULET and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

Melanie A. Bonnevie

Notary Public
MELANIE A BONNEVIE

MELANIE A. BONNEVIE
Notary Public - Maine
My Commission Expires
September 3, 2027

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## POWER OF ATTORNEY

**ATTENTION:** Insert the "Power of Attorney" after this page in with your bid submission.

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SAMUEL MARC GOULET** of **LEWISTON**, **Maine**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20TH** day of **JUNE**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

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## FINANCIAL STATEMENT

**ATTENTION:** Insert the "Financial Statement" after this page in with your bid submission.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK $ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|---|---|---|
| BONDS | $ 4,786,996,790 | LOSSES | $ 1,385,257,132 |
| STOCKS | 102,639,111 | LOSS ADJUSTMENT EXPENSES | 133,664,803 |
| CASH AND INVESTED CASH | 20,110,066 | COMMISSIONS | 55,456,724 |
| OTHER INVESTED ASSETS | 5,661,540 | OTHER EXPENSES | 49,033,047 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 25,805,672 | TAXES, LICENSES AND FEES | 18,807,425 |
| INVESTMENT INCOME DUE AND ACCRUED | 42,265,768 | REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES | (1,738,793) |
| PREMIUM BALANCES | 306,425,453 | UNEARNED PREMIUMS | 1,394,161,169 |
| REINSURANCE RECOVERABLE | 57,954,515 | ADVANCE PREMIUM | 3,880,400 |
| NET DEFERRED TAX ASSET | 66,131,600 | POLICYHOLDER DIVIDENDS | 18,122,229 |
| CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST | 3,250,316 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 73,928,911 |
| GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT | 1,059,482 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 23,588,276 |
| RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES | 14,866,600 | REMITTANCES AND ITEMS NOT ALLOCATED | 5,082,055 |
| OTHER ASSETS | 903,374 | PROVISION FOR REINSURANCE | 6,464,384 |
| | | PAYABLE FOR SECURITIES LENDING | 25,805,672 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 785,441 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 186,614 |
| | | TOTAL LIABILITIES | $ 3,190,685,707 |
| | | CAPITAL STOCK | $ 6,480,000 |
| | | PAID IN SURPLUS | 433,603,760 |
| | | OTHER SURPLUS | 1,809,161,022 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | $ 2,249,444,782 |
| TOTAL ASSETS | $ 5,440,130,469 | TOTAL LIABILITIES & SURPLUS | $ 5,440,130,469 |

STATE OF CONNECTICUT )

COUNTY OF HARTFORD ) SS.

CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

NOTARY PUBLIC

SUSAN M. WEISSLEDER
*Notary Public*
*My Commission Expires November 30, 2027*

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

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## CERTIFICATE OF SOLVENCY

**ATTENTION:** Insert the "Certificate of Solvency" after this page in with your bid submission.

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,249,444,782. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2022, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 28th day of March 2023.

Adrienne A. Harris
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

NO TEXT ON THIS PAGE

| ESTIMATE OF QUANTITIES<br>FOR<br>NASSAU COUNTY PAVEMENT MARKING PHASE 14<br>AUGUST 2022 | | COUNTY OF NASSSAU<br>DEPARTMENT OF PUBLIC WORKS<br>1194 PROSPECT AVENUE<br>WESTBURY, NY 11590-2723 | |
|---|---|---|---|
| ITEM NO. | GENERAL DESCRIPTION OF WORK | UNIT | QUANTITY |
| 619.01 | Work Zone Traffic Control | LS | 1 |
| 619.24 | Nighttime Operations | LS | 1 |
| 635.0103 | Cleaning And Preparation Of Pavement for Pavement Marking - Stripes | LF | 187,785 |
| 635.0203 | Cleaning And Preparation Of Pavement for Pavement Marking - Letters | EA | 380 |
| 635.0303 | Cleaning And Preparation Of Pavement for Pavement Marking - Symbols | EA | 594 |
| 685.07200110 | White Epoxy Reflectorized Pavement Stripes -20 mils (Wet Night Visibility Spheres) | LF | 527,105 |
| 685.07200210 | White Epoxy Reflectorized Pavement Letters -20 mils (Wet Night Visibility Spheres) | EA | 378 |
| 685.07200310 | White Epoxy Reflectorized Pavement Symbols -20 mils (Wet Night Visibility Spheres) | EA | 579 |
| 685.07200410 | White Epoxy Reflectorized Pavement Stripes -20 mils Cross Hatching (Wet Night Visibility Spheres) *(Parking Definiation and Restiction, Chevron Markings)* | LF | 24,245 |
| 685.07200510 | White Epoxy Reflectorized Pavement Stripes -20 mils Special Markings (Wet Night Visibility Spheres) *(Crosswalk, Stop Lines, Grid Box, RXR)* | LF | 149,070 |
| 685.07200610 | Yellow Epoxy Reflectorized Pavement Stripes -20 mils (Wet Night Visibility Spheres) | LF | 427,745 |
| 685.07200710 | Yellow Epoxy Reflectorized Pavement Stripes -20 mils Cross Hatching (Wet Night Visibility Spheres) | LF | 14,470 |
| 685.07200810 | White Epoxy Reflectorized Pavement Markings Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres) | EA | 15 |
| 685.07200910 | White Epoxy Reflectorized Pavement Markings Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres) | EA | 0 |
| 699.040001 | Mobilization | LS | 1 |

| ATLANTIC AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.26<br>Milburn Creek Bridge<br>Freeport | MP 2.51<br>South Main Street<br>Freeport | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 16,100 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 12 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 34 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 200 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 7,670 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 14,000 |
| Length (Miles): | 1.25 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 300 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| BROADWAY - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Hempstead Town Line<br>Lawrence | MP 2.37<br>Woodmere Boulevard<br>Woodsburgh | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 25,210 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 12 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 1 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 7,275 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 25,630 |
| Length (Miles): | 2.37 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| CENTENNIAL AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Demott Avenue<br>Baldwin | MP 1.25<br>Babylon Turnpike<br>Roosevelt | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 13,815 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 0 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 400 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 4,195 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 14,080 |
| Length (Miles): | 1.25 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| CHERRY VALLEY AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Rockaway Avenue<br>Garden City | MP 0.25<br>Stewart Avenue<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 3,780 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 24 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 10 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 180 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,035 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 2,640 |
| Length (Miles): | 0.25 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 50 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| CHICKEN VALLEY ROAD - Major Collector, FC #17 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Cedar Swamp Road<br>Old Brookville | MP 3.37<br>Oyster Bay Road<br>Matlnecock | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 35,650 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 2 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 480 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 35,890 |
| Length (Miles): | 3.37 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 5 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| CLINTON ROAD - Principal Arterial, FC #14 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.96<br>Meadow Street<br>Garden City | MP 2.56<br>Old Country Road<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 22,785 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 20 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 8 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 250 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 6,950 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 17,950 |
| **Length (Miles):** | **1.60 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| CLINTON STREET - Principal Arterial, FC #14 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.03<br>Front Street<br>Hempstead | MP 0.96<br>Meadow Street<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 13,680 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 13 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 150 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 3,600 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 9,825 |
| **Length (Miles):** | **0.93 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 385 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| DENTON AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Jericho Turnpike<br>New Hyde Park | MP 0.94<br>Marcus Avenue<br>New Hyde Park | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 13,490 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 28 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 21 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 900 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 2,190 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 10,130 |
| **Length (Miles):** | **0.94 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 125 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| DUCK POND ROAD - Major Collector, FC #17 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Pearsall Avenue<br>Glen Cove | MP 2.5<br>Oyster Bay Road<br>Matinecock | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 27,400 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 14 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 4 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 350 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,350 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 26,850 |
| **Length (Miles):** | **2.51 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 75 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| EAST WILLISTON AVENUE - Principal Arterial, FC #14 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.24<br>Roslyn Road<br>East Williston | MP 0.69<br>North Hempstead Town Line<br>East Williston | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 4,815 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 38 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 2 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 430 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 4,760 |
| **Length (Miles):** | **0.45 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 50 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 10 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| GLEN COVE ROAD - Principal Arterial, FC #14 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 6.25<br>Red Ground Road<br>East Hills | MP 7.32<br>Northern Boulevard<br>Greenvale | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 16,115 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 20 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 4,600 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 11,400 |
| Length (Miles): | 1.07 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,100 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| GREAT NECK ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Broadway<br>Great Neck | MP 0.77<br>Middle Neck Road<br>Great Neck | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 9,115 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 27 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 2,500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 2,150 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 8,140 |
| Length (Miles): | 0.77 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 150 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| GREENWICH AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 3.18<br>Hempstead Town Line<br>Hempstead | MP 3.98<br>Jerusalem Avenue<br>Hempstead | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 11,640 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 6 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,800 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 8,450 |
| Length (Miles): | 0.80 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 150 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| LINDEN BOULEVARD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.91<br>Linden Boulevard<br>Elmont | MP 2.48<br>NYC Line<br>Elmont | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 8,150 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 2 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 6 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,100 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 3,500 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 6,300 |
| Length (Miles): | 0.57 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 300 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| MARCUS AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.23<br>New Hyde Park Road<br>New Hyde Park | MP 0.97<br>NY25B<br>New Hyde Park | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 12,850 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 35 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 350 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 3,200 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 7,920 |
| Length (Miles): | 0.74 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 2,500 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| MERRICK ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 2.30<br>Horton Avenue<br>Lynbrook | MP 3.96<br>Ocean Avenue<br>Lynbrook | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 25,150 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 23 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 3,470 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 11,365 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 18,880 |
| **Length (Miles):** | **1.66 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 200 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| NORTH CENTRE AVENUE - Major Collector, FC #17 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.03<br>NY27<br>Rockville Centre | MP 0.67<br>Lakeview Avenue<br>Rockville Centre | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 7,310 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 31 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,400 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 4,390 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 7,100 |
| **Length (Miles):** | **0.64 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 450 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| NORTH MAIN STREET - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.28<br>Broadway<br>Freeport | MP 1.43<br>Hempstead Town Line<br>Freeport | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 16,595 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 5 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 6,915 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 12,350 |
| **Length (Miles):** | **1.15 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 20 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| NASSAU ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.95<br>Lakewood Avenue<br>Roosevelt | MP 3.18<br>Hempsted Town Line<br>Uniondale | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 19,080 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 31 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 930 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 13,220 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 13,900 |
| **Length (Miles):** | **1.23 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 540 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| OAK STREET - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>NY24<br>Uniondale | MP 1.10<br>Commercial Avenue<br>Uniondale | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 18,140 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 20 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 45 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 480 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 3,265 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 12,620 |
| **Length (Miles):** | **1.10 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| OCEAN AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Atlantic Avenue<br>East Rockaway | MP 1.16<br>NY27<br>Lynbrook | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 12,500 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 26 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 7 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 4,560 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 12,650 |
| **Length (Miles):** | **1.16 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 80 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| ROCKAWAY AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Stewart Avenue<br>Garden City | MP 0.99<br>Old Country Road<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 16,300 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 68 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 23 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,700 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,965 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 11,255 |
| **Length (Miles):** | **0.99 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 100 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| ROCKAWAY AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>First Street<br>Garden City | MP 0.59<br>Cherry Valley Avenue<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 8,265 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 5 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,175 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 6,590 |
| **Length (Miles):** | **0.59 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 30 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| ROSLYN ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 2.65<br>East Second Street<br>Mineola | MP 3.25<br>NY25<br>Mineola | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 7,310 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 0 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,050 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 6,220 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 100 |
| **Length (Miles):** | **0.57 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| ROSLYN ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 4.69<br>I.U. Willets Road<br>Roslyn Heights | MP 5.62<br>Powerhouse Road<br>Roslyn Heights | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 14,200 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 26 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 50 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 2,545 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 9,830 |
| **Length (Miles):** | **0.93 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,200 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| SEARINGTOWN ROAD - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.77<br>I.U. Willets Road<br>Albertson | MP 1.48<br>L.I.E. South Service Road<br>Albertson | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 10,550 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 11 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,120 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 7,500 |
| **Length (Miles):** | **0.71 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 250 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| TULIP AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.28<br>Covert Avenue<br>Stewart Manor | MP 2.02<br>New Hyde Park Road<br>Franklin Square | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 7,820 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 0 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 250 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 800 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 7,850 |
| **Length (Miles):** | **0.74 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WEST BROADWAY - Major Collector, FC #17 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Rockaway Turnpike<br>Cedarhurst | MP 2.07<br>Mill Road<br>Hewlett | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 23,015 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 31 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 24 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 7,345 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 22,660 |
| **Length (Miles):** | **2.07 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 100 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WEST JOHN STREET - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.33<br>Cantiague Rock Road<br>Westbury | MP 2.55<br>NY106<br>Hicksville | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 21,370 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 65 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 3,310 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 8,200 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 14,390 |
| **Length (Miles):** | **1.22 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 5,340 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WANTAGH AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 2.63<br>Old Jerusalem Road<br>Levittown | MP 4.33<br>NY24<br>Levittown | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 25,600 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 24 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 29 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 1,500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 7,010 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 18,055 |
| **Length (Miles):** | **1.70 Miles** | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 350 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WASHINGTON AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.96<br>Meadow Street<br>Garden City | MP 2.45<br>Old Country Road<br>Garden City | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 21,965 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 8 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 6 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 600 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 7,110 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 16,535 |
| Length (Miles): | 1.49 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 0 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WASHINGTON STREET - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Peninsula Boulevard<br>Hempstead | MP 0.96<br>Meadow Street<br>Hempstead | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 13,150 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 25 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 300 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 6,055 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 10,940 |
| Length (Miles): | 0.96 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 50 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WESTBURY AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.00<br>Roslyn Road<br>Mineola | MP 0.91<br>Glen Cove Road<br>Carle Place | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 11,330 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 51 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 15 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 675 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 2,475 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 9,810 |
| Length (Miles): | 0.91 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 175 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| WESTBURY AVENUE - Minor Arterial, FC #16 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 1.11<br>Jamaica Boulevard<br>Carle Place | MP 1.78<br>Carle Road<br>Carle Place | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 7,445 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 0 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 500 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 970 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 7,075 |
| Length (Miles): | 0.67 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 50 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

| ZECKENDORF BOULEVARD - Major Collector, FC #17 | | | |
|---|---|---|---|
| START | END | ITEM 685.07200XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS - 20 MILS (WET NIGHT VISIBILITY SPHERES) | QUANTITY |
| MP 0.20<br>Meadowbrook State Parkway<br>NB Entrance<br>Garden City | MP 0.54<br>Corporate Drive<br>Westbury | 685.07200110 - White Epoxy Reflectorized Pavement Stripes | 5,415 |
| | | 685.07200210 - White Epoxy Reflectorized Pavement Stripes - Letters | 0 |
| | | 685.07200310 - White Epoxy Reflectorized Pavement Stripes - Symbols | 19 |
| | | 685.07200410 - White Epoxy Reflectorized Pavement Stripes - Cross Hatching | 150 |
| | | 685.07200510 - White Epoxy Reflectorized Pavement Stripes - Special Markings | 1,940 |
| | | 685.07200610 - Yellow Epoxy Reflectorized Pavement Stripes - Stripes | 3,690 |
| Length (Miles): | 0.34 Miles | 685.07200710 - Yellow Epoxy Reflectorized Pavement Stripes - Cross Hatching | 350 |
| | | 685.07200810 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Small | 0 |
| | | 685.07200910 - White Epoxy Reflectorized Pavement Stripes - Yield Line Symbols - Large | 0 |

# PROPOSAL

COUNTY OF NASSAU
STATE OF NEW YORK

## PROPOSAL

FOR
**NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS**
**PHASE 14**
**P.I.N. 0761.67**
**VARIOUS LOCATIONS**
**NASSAU COUNTY, NEW YORK**

**CONTRACT NO.: H62153-14G**

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Safety Marking LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 255 Hancock Avenue, Bridgeport, CT 06605

Telephone: 203 333 6870 Date: June 20, 2023

Fax Tel: 203.333-9099 E-MAIL: mkelly@safetymarking.net
csumner@safetymarking.net

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

| Name of Partners | Residence of Partners |
|---|---|
| | |
| | |
| | |

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: Connecticut

Name of President: Mark Kelly

President's Domicile: [redacted]

Name of Vice President: None

Vice President's Domicile: N/A

Corporate Officer: Mark Kelly Title: President + Sole officer

Corporate Officer's Domicile: [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

# PROPOSAL

## GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm, or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for the allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

## INFORMATION FOR BIDDERS

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the Bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the Bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or lass than estimated.

III. Lump Sum Contracts

Bids on Lump Sum contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,00 attach here verification letter regarding your firm's having an approved State of New York Apprentices Training Program.

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

**Fund Administrator**
ANNALISA C. DEFALCO, ESQ.

**Training Director**
STEVEN M. AURIGEMA

**BOARD OF TRUSTEES**
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
DONNA DEFEDE
PHILIP BEYER
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

June 8, 2023

Owner : Nassau County Department of Public Works
Contract/Bid No. : H62153-14G
Description : Nassau County Pavement Markings-Various Locations

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Safety Marking of NY, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2022 to May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
**INTERNATIONAL UNION OF OPERATING ENGINEERS**
**LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties** AFL-CIO 247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

**June 8, 2023**

**Nassau County DPW**
**1194 Prospect Avenue**
**Westbury, NY 11590-2723**

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
**Safety Marking LLC**

**Project: H62153-14G-Nassau County Pavement Markings - Various Locations in Nassau County**

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Safety Marking LLC,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

FEB/21/2023/TUE 12:08 PM FAX No. P. 002

THIS IS TO CERTIFY THAT

**Corey Zambardi**

has served an apprenticeship
*in the occupation of:*
Optg. Engineer (Heavy Equipment)

*and is a qualified Journeyworker.*
Given at Albany, NY, on 9/22/2022

s

E ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

# CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

**to certify that**
**Corey Zambardi**

*HAS SERVED AN APPRENTICESHIP*

*IN THE OCCUPATION OF:* **Optg. Engineer (Heavy Equipment)**

*IN THE EMPLOY OF:* **Int'l Union Operating Engineers LU #138 ETC LI**

*UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR*

*AND IS A QUALIFIED:* **Optg. Engineer (Heavy Equipment)**

*GIVEN AT ALBANY, NEW YORK, ON:* **Thursday, September 22, 2022**

Roberta Reardon
**Commissioner of Labor**
Kathy C. Hochul, **Governor**

# MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

# MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS

The New York State Department of Transportation has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §§102-21 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

**For Clarification of Utilization Requirements refer to New York State Specification §102-21**

Minority Business Enterprise Utilization Goal – **0 percent**
Women's Business Enterprise Utilization Goal – **0 percent**

Directories and/or information related to the current certification status of Minority and Women's Enterprises, can be obtained by contacting the:

New York State Department of Economic Development
Division of Minority and Women's Business Development
One Commerce Plaza
Albany, New York 12223
(518) 473-6442

**Minority/Women's Business Enterprise Officer**

The Bidder shall designate and enter below the name of a Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated M/WBE

Officer Kelly Lavoie, HR Manager/EEO officer
(Name, Title)

Telephone Number 203.814-3416

**RETURN THIS PAGE WITH BID**

NO TEXT ON THIS PAGE

Pavement Markings Phase 14
PIN 0761.67
Contract # H62153-14G

## NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

**Bidder**

**Officer:** Mark Kelly, President of Safety Marking LLC
**(Name, Title)**

**Telephone Number:** 203.333-6870

RETURN THIS PAGE WITH BID

NO TEXT ON THIS PAGE

**DO NOT REMOVE THIS PAGE FROM BOOK**

**SCHEDULE OF PRICES**

| ITEM NO. | ESTIMATED QUANTITIES | ITEMS WITH UNIT PRICES WRITTEN IN WORDS | UNIT BID PRICE DOLLARS | UNIT BID PRICE CENTS | TOTAL AMOUNT DOLLARS | TOTAL AMOUNT CENTS |
|---|---|---|---|---|---|---|
| 619.01 | 1 LS | Basic Work Zone Traffic Control FOR: Thirty Five Thousand Dollars and zero cents (Dollars / Cents) | $35,000 | 00 | $35,000 | 00 |
| 619.24 | 1 LS | Nighttime Operations FOR: Twenty Thousand Dollars and zero cents (Dollars / Cents) | $20,000 | 00 | $20,000 | 00 |
| 635.0103 | 186,850 LF | Remove Existing Pavement Marking Striping FOR: Zero Dollars and Sixty-Five Cents (Dollars / Cents) | $ 0 | 65 | $121,452 | 50 |
| 635.0203 | 380 EA | Remove Existing Pavement Marking Letters FOR: Twenty Five Dollars and zero cents (Dollars / Cents) | $25 | 00 | $9,500 | 00 |
| 635.0303 | 594 EA | Remove Existing Pavement Marking Symbols FOR: Twenty Five Dollars and zero cents (Dollars / Cents) | $25 | 00 | $14,850 | 00 |
| 685.07200110 | 519,300 LF | White Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: Zero Dollars and Fifty-Nine Cents (Dollars / Cents) | $ 0 | 59 | $306,387 | 00 |
| 685.07200210 | 378 EA | White Epoxy Reflectorized Pavement Letters:20 MILS (Wet Night Visibility Spheres) FOR: One Hundred Fifty Five Dollars and zero cents (Dollars / Cents) | $155 | 00 | $58,590 | 00 |

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**DO NOT REMOVE THIS PAGE FROM BOOK**

| SCHEDULE OF PRICES | | | | | | |
|---|---|---|---|---|---|---|
| ITEM NO. | ESTIMATED QUANTITIES | ITEMS WITH UNIT PRICES WRITTEN IN WORDS | UNIT BID PRICE DOLLARS | UNIT BID PRICE CENTS | TOTAL AMOUNT DOLLARS | TOTAL AMOUNT CENTS |
| 685.07200310 | 579 EA | White Epoxy Reflectorized Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: One Hundred Fifty Five Dollars and zero cents (Dollars / Cents) | $155 | 00 | $89,745 | 00 |
| 685.07200410 | 24,000 LF | White Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: One Dollar and Nineteen Cents (Dollars / Cents) | $1 | 19 | $28,560 | 00 |
| 685.07200510 | 148,500 LF | White Epoxy Reflectorized Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: Two Dollars and Eighty Five Cents (Dollars / Cents) | $2 | 85 | $423,225 | 00 |
| 685.07200610 | 420,000 LF | Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: Zero Dollars and Fifty-Nine Cents (Dollars / Cents) | $0 | 59 | $247,800 | 00 |
| 685.07200710 | 14,500 LF | Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: Zero Dollars and Ninety Cents (Dollars / Cents) | $0 | 90 | $13,050 | 00 |
| 685.07200810 | 15 EA | White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Small - (Wet Night Visibility Spheres) FOR: One Hundred Ninety five Dollars and zero cents (Dollars / Cents) | $195 | 00 | $2,925 | 00 |
| | | | | | | |

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Department of Public Works Nassau County, N.Y.
Bid Sheets for PIN 0761.67 / Contract H62153-14G

**DO NOT REMOVE THIS PAGE FROM BOOK**

**SCHEDULE OF PRICES**

| ITEM NO. | ESTIMATED QUANTITIES | ITEMS WITH UNIT PRICES WRITTEN IN WORDS | UNIT BID PRICE DOLLARS | UNIT BID PRICE CENTS | TOTAL AMOUNT DOLLARS | TOTAL AMOUNT CENTS |
|---|---|---|---|---|---|---|
| 685.07200910 | 0 EA | White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Large - (Wet Night Visibility Spheres) FOR: One Hundred Ninety Five Dollars and zero cents (Dollars / Cents) | $195 | 00 | $0 | 00 |
| 699.040001 | 1 LS | Mobilization FOR: Twenty Thousand Dollars and zero cents (Dollars / Cents) | $20,000 | 00 | $20,000 | 00 |

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TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

FOR One Million Three Hundred Ninety One Thousand Eighty Four Dollars and Fifty Cents
Dollars Cents

CONTRACTOR: Safety Marking LLC

BY: Mark Kelly

TITLE: President

SIGNATURE: [signature]

DATE: June 20, 2025

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# NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES _____✓_____ NO

E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

None

NO TEXT ON THIS PAGE

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: June 20, 2023

Signature:

Print Name: Mark Kelly

Title: President

Company Name: Safety Marking LLC

Street Address: 255 Hancock Avenue

City / State / Zip: Bridgeport, CT 06605

Mailing Address: POB 38186, Bridgeport, CT 06605
*(If different from Street Address)*

Federal I.D. #: [redacted]

Telephone #: 203.333-6870

NO TEXT ON THIS PAGE

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

| Name | Legal Residence |
|---|---|
| Mark Kelly, President & Sole Officer (President / Member / Partner) | [redacted] |
| None (Vice President / Member / Partner) | N/A |
| Mark Kelly, Secretary (Secretary / Member / Partner) | [redacted] |
| Mark Kelly, Treasurer (Treasurer / Member / Partner) | [redacted] |

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

**Part 1- General Information:**

| | |
|---|---|
| Consultant/Contractor Name: | Safety Marking LLC |
| Address (street/city/state/zip code): | 255 Hancock Avenue, Bridgeport, CT 06605 |
| Authorized Representative (name/title): | Mark Kelly, President |
| Authorized Signature: | |
| Contract Number: | H62153-14G |
| Contract/Project Name: | Pavement Marking Improvements - phase 14 |
| Contract/Project Description: | The installation & removal of Pavement Markings at various Locations in Nassau County |

**Part 2- Projected MBE/WBE/SDVOB Contract Summary:** Please see attached DBE Commitment

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | | | |
| Total MBE Dollar Amount | | MBE Contract Percentage | |
| Total WBE Dollar Amount | | WBE Contract Percentage | |
| Total SDVOB Dollar Amount | | SDVOB Contract Percentage | |
| Total Combined M/WBE/SDVOB Dollar Amount | | Combined M/WBE/SDVOB Contract Percentage | |

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# Appendix 14-9
# DBE COMMITMENT

AAP 14IL
(5/2021)

**Federal DBE Commitment and GFE Bid Requirements**

**Letting Date:** 6/20/2023

**Proposer Name** Safety Marking LLC

**Address:** 255 Hancock Avenue, Bridgeport, CT 06605

**PIN** 0761.67
**Contract #** H62153-14G
**DBE Goal** 10 **% as Stated in the Advertisement**

We hereby submit a DBE commitment of 10 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

| DBE Name: | Work Category* | Description of Work | DBE Credit % (A) | Commitment (B) | DBE Credit (AxB) |
|---|---|---|---|---|---|
| Example Company: Drainage R Us<br>Address: 2543 Lexington Street, Troy, NY 12180 | Construction | Closed Drainage Installation | 100 | $1,120,000 | $1,120,000 |
| Apex Striping Inc.<br>Address: 6500 New Venture Gear<br>East Syracuse, NY 13057 | Material Supplier | | 60% | $231,847.42 | $139,108.45 |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

**Total Commitment:** $139,108.45

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

*NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.*

| *Key: | Work Categories: | DBE Credit % |
|---|---|---|
| | Construction | 100 |
| | Fabricator | 100 |
| | Manufacturer | 100 |
| | Material Supplier | 60 |
| | Professional Service | 100 |
| | Trucking Firm | 100 |

**Submitted By:**

**Enter Proposers Contact Information**

**Name:** Mark Kelly

**Title:** President

**Company Federal Tax ID** XX-XXXXXXX [redacted]

# Certified Profile

CLOSE WINDOW

Print

## Business & Contact Information

| | |
|---|---|
| BUSINESS NAME | **Apex Striping Inc.** |
| OWNER | **Ms. Susan N. Mcdonald** |
| ADDRESS | **6500 NEW VENTURE GEAR DRIVE**<br>**EAST SYRACUSE, NY 13057** [map] |
| PHONE | **315-432-0714** |
| FAX | **315-432-0715** |
| EMAIL | **smcdonald@apexstriping.com** |
| COUNTY | **Onondaga (NY)** |

## Certification Information

| | |
|---|---|
| CERTIFYING AGENCY | **New York State Department of Transportation** |
| CERTIFICATION TYPE | **DBE - Disadvantaged Business Enterprise** |
| CERTIFIED BUSINESS DESCRIPTION | **Apex Striping Inc. specializes in reflectorized pavement markings primarily for highways, roadways, and bridges. This includes paint, epoxy, tape, raised markers along with pavement marking removal. Merchant wholesaler of pavement markings.**<br><br>**Firm's primary market areas include the Mohawk Valley, Central NY, Genesee Valley, Finger Lakes Region, the Southern Tier and the North Country.** |

## Commodity Codes

| Code | Description |
|---|---|
| NAICS 237310 | Highway line painting |
| NAICS 237310 | Painting lines on highways, streets and bridges |
| NAICS 237310 | Traffic lane painting |
| NAICS 423390 | Other Construction Material Merchant Wholesalers |
| NYSDOT Construction 619 | WORK ZONE TRAFFIC CONTROL |
| NYSDOT Construction 635 | CLEANING AND PREPARATION OF PAVEMENT SURFACES FOR PERMANENT MARKERS |
| NYSDOT Construction 640 | REFLECTORIZED PAVEMENT MARKING PAINT |
| NYSDOT Construction 646 | DELINEATORS, REFERENCE MARKERS AND SNOWPLOWING MARKERS |
| NYSDOT Construction 649 | AUDIBLE ROADWAY DELINEATORS |
| NYSDOT Construction 685 | EPOXY REFLECTORIZED PAVEMENT MARKINGS |
| NYSDOT Construction 688 | PREFORMED REFLECTORIZED PAVEMENT MARKINGS |
| NYSDOT Construction 708 | PAINTS |
| NYSDOT Construction 727 | PAVEMENT MARKING MATERIALS |
| NYSDOT Construction 730 | SIGNS AND DELINEATORS |

**Part 3- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount ($) and Award Date | MBE Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

NO TEXT ON THIS PAGE

**Part 4- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount ($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

NO TEXT ON THIS PAGE

**Part 5- SDVOB Information (use additional blank sheets as necessary):**

| SDVOB | Description of Work (SDVOB) | Projected SDVOB Contract Amount ($) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in, typed if possible. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 50 years

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 32 years

   b. as a Subcontractor 50 years

3. List below the construction projects your firm has under way as of this date:

| Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |
|---|---|---|---|
| Please see attached | | | |

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

| Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |
|---|---|---|---|
| Please see attached | | | |

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

NO TEXT ON THIS PAGE

SAFETY MARKING LLC

QUESTION 3.1

PROJECT SUMMARY
as of 5/31/2023



Available upon request
system will not print

| CONTRACTOR PHONE NO. | CONTRACT NO. TOWN | START DATE | PRIME OR SUB | CONTRACT $ AMOUNT | $ AMOUNT SUBLET TO OTHERS | $ AMOUNT REMAINING ON CONTRACT |
|---|---|---|---|---|---|---|
| | 174465 VARIOUS IN DISTRICT 4 | 05-23-2023 | PRIME | | | |
| | 178354 DISTRICT 3 2-LANE | | PRIME | | | |
| | 232955 District 1 Maintenance | | PRIME | 1 | | |
| | 251635 District 1 Maintenance | | PRIME | | | |
| | 252284 DISTRICT 4 MAINTENANCE | | PRIME | | | |
| | 253112 CTDOT DISTRICT 1 MAINTENANCE | | PRIME | 2 | | |
| | 253243 CTDOT DISTRICT 2 MAINTENANCE | 05-30-2023 | PRIME | | | |
| | 254792 CT DOT DISTRICT 1 MAINTENANCE | | PRIME | | | |
| | 255302 CT DOT DISTRICT 4 MAINTENANCE | | PRIME | | | |
| | 258434 CTDOT DISTRICT 1 MAINTENANCE | 02-14-2023 | PRIME | | | |
| | 259538 CT DOT DISTRICT 3 | 03-06-2023 | PRIME | | | |
| | 261281 CTDOT DISTRICT 4 MAINTENANCE | 03-31-2023 | PRIME | | | |
| | 263198 CTDOT DISTRICT 1 MAINTENANCE | | PRIME | | | |
| | 263350 CTDOT DISTRICT 4 MAINTENANCE | 05-15-2023 | PRIME | | | |
| | 263351 CTDOT DISTRICT 2 MAINTENANCE | 05-21-2023 | PRIME | | | |
| | 263372 CTDOT DISTRICT 1 MAINTENANCE | 06-08-2023 | PRIME | | | |
| | 263439 CTDOT DISTRICT 1 MAINTENANCE | | PRIME | | | |
| | 263490 CTDOT DISTRICT 1 MAINTENANCE | 05-21-2023 | PRIME | | | |
| | 263491 CTDOT DISTRICT 1 MAINTENANCE | 05-21-2023 | PRIME | | | |
| | 263492 CTDOT DISTRICT 1 MAINTENANCE | 06-07-2023 | PRIME | | | |
| | 264119 CTDOT DISTRICT 3 MAINTENANCE | 06-06-2023 | PRIME | | | |
| | 264419 CTDOT DISTRICT 3 MAINTENANCE | 06-07-2023 | PRIME | | | |
| | 264420 CTDOT DISTRICT 3 MAINTENANCE | | PRIME | | | |

| TRACTOR<br>PHONE NO. | CONTRACT NO.<br>TOWN | START DATE | PRIME OR SUB | CONTRACT<br>$ AMOUNT | $ AMOUNT<br>SUBLET TO<br>OTHERS | $ AMOUNT<br>REMAINING<br>ON CONTRACT |
|---|---|---|---|---|---|---|
| | 264517<br>CTDOT DISTRICT 3 MAINTENANCE | | PRIME | [redacted] | | |
| | 0697EWR<br>NEWARK | 04-10-2022 | PRIME | | | |
| | 0697JFK<br>JAMAICA | 03-27-2022 | PRIME | | | |
| | 0697LGA<br>QUEENS | 05-01-2022 | PRIME | | | |
| | 0697SWF<br>NEWBURGH | 04-05-2022 | PRIME | | | |
| | 0697TEB<br>TETERBORO | 10-08-2022 | PRIME | | | |
| | 2023013<br>STATEWIDE | 06-05-2023 | PRIME | | | |
| | D264592<br>VARIOUS IN REGION 10 | 04-25-2022 | PRIME | | | |
| | D264859<br>VARIOUS IN REGION 10 | 05-01-2023 | PRIME | | | |
| | HVN2022<br>TWEED-NEW HAVEN AIRPORT | 09-02-2022 | PRIME | | | |
| | PA190028<br>GARDEN CITY | 08-26-2019 | PRIME | | | |
| | TANY2231<br>VARIOUS IN THE NY DIVISION | 04-10-2023 | PRIME | | | |
| | WCA19003<br>WESTCHESTER COUNTY AIRPORT | 08-08-2019 | PRIME | | | |
| | 18PSX0127<br>STATEWIDE | 08-21-2018 | PRIME | | | |
| | 2021CT002<br>STATEWIDE - EAST BAY | 05-18-2021 | PRIME | | | |
| | 2022CT002<br>STATEWIDE - CENTRAL | 05-01-2022 | PRIME | | | |
| | 2022CT003<br>STATEWIDE-SOUTH | 05-22-2022 | PRIME | | | |
| | 2023CT002<br>EAST BAY | 05-31-2023 | PRIME | | | |
| | D21478717<br>VARIOUS LOCATIONS | 04-25-2023 | PRIME | | | |
| | 4600012EWR<br>NEWARK | 07-20-2020 | PRIME | | | |
| | 4600012JFK<br>JAMAICA | 07-20-2020 | PRIME | | | |
| | 4600012LGA<br>QUEENS | 10-21-2020 | PRIME | | | |
| | 4600012SWF<br>NEWBURG | 10-25-2021 | PRIME | | | |
| | 4600012TEB<br>TETERBORO | 08-23-2020 | PRIME | | | |

QUESTION 3.1

| CONTRACTOR PHONE NO. | CONTRACT NO. TOWN | START DATE | PRIME OR SUB | CONTRACT $ AMOUNT | $ AMOUNT SUBLET TO OTHERS | $ AMOUNT REMAINING ON CONTRACT |
|---|---|---|---|---|---|---|
| | DAT2023001 RONKONKOMA | 04-03-2023 | PRIME | [redacted] | | |
| | DCH202217A DUTCHESS COUNTY | 08-15-2022 | PRIME | | | |
| | DCH202217B DUTCHESS COUNTY | 08-23-2022 | PRIME | | | |
| | DCH202217C DUTCHESS COUNTY | 09-24-2022 | PRIME | | | |
| GRAND TOTALS | | | | | | |

SAFETY MARKING LLC
QUESTION ~~9.1~~ 4

PROJECT SUMMARY



Contract info will not print, avaialble upon request for any project

| CONTRACTOR<br>TELEPHONE NO. | CONTRACT NO.<br>TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT $ AMOUNT | $ AMOUNT SUBLET TO OTHERS | $ AMOUNT REMAINING ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | 19017<br>MOUNT VERNON & YONKERS | 11-03-2019 | 12-31-2019 | SUB | [redacted] | | |
| | 194084<br>DISTRICT 1 | 09-15-2018 | 12-31-2019 | SUB | | | |
| | 194318<br>DISTRICT 4 | 09-23-2018 | 12-31-2019 | SUB | | | |
| | 194358<br>DISTRICT 4 2-LANE | 11-27-2018 | 12-31-2019 | SUB | | | |
| | 194612<br>DISTRICT 2 VARIOUS | 09-23-2018 | 12-31-2019 | SUB | | | |
| | 195934<br>DISTRICT 3 EXPRESSWAY | 07-08-2019 | 12-31-2019 | SUB | | | |
| | 196937<br>DISTRICT 3 MAINTENANCE | 07-26-2019 | 08-31-2020 | SUB | | | |
| | 205699<br>DISTRICT 1 VARIOUS | 06-06-2019 | 12-31-2020 | SUB | | | |
| | 205810<br>DISTRICT 3 VARIOUS | 06-07-2019 | 12-31-2019 | SUB | | | |
| | 205935<br>DISTRICT 4 2-LANE | 06-04-2019 | 12-31-2020 | SUB | | | |
| | 205993<br>DISTRICT 2 2-LANE & EXPRESSWAY | 06-09-2019 | 12-31-2020 | SUB | | | |
| | 206021<br>DISTRICT 3 2-LANE & EXPRESSWAY | 07-26-2019 | 12-31-2020 | SUB | | | |
| | 206435<br>DISTRICT 3 VARIOUS | 07-10-2019 | 12-31-2019 | SUB | | | |
| | 206436<br>DISTRICT 3 VARIOUS | 07-21-2019 | 12-31-2019 | SUB | | | |
| | 212390<br>DISTRICT 3 VARIOUS | 12-06-2019 | 12-31-2021 | SUB | | | |
| | 218474<br>DISTRICT 1 EXPRESSWAY | 07-19-2020 | 12-31-2020 | SUB | | | |
| | 219755<br>DISTRICT 1 MAINTENANCE | 05-10-2020 | 12-31-2021 | SUB | | | |

SAFETY MARKING LLC
QUESTION 3-2 A

NY PROJECT SUMMARY



| CONTRACTOR TELEPHONE NO. | CONTRACT NO. TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT $ AMOUNT | $ AMOUNT SUBLET TO OTHERS | $ AMOUNT REMAINING ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | 219793 DISTRICT 2 MAINTENANCE | 05-03-2020 | 12-31-2021 | SUB | [redacted] | | |
| | 219860 DISTRICT 3 VARIOUS | 05-13-2020 | 12-31-2020 | SUB | | | |
| | 220041 DISTRICT 4 MAINTENANCE | 06-08-2020 | 12-31-2021 | SUB | | | |
| | 220089 DISTRICT 3 TWO-LANE | 05-12-2020 | 12-31-2020 | SUB | | | |
| | 220090 DISTRICT 3 TWO-LANE | 05-31-2020 | 12-31-2020 | SUB | | | |
| | 220969 DISTRICT 3 EXPRESSWAY | 10-04-2020 | 12-31-2020 | SUB | | | |
| | 220970 DISTRICT 3 TWO LANE | 09-15-2020 | 12-31-2020 | SUB | | | |
| | 222330 DISTRICT 1 2-LANE | 08-11-2020 | 12-31-2021 | SUB | | | |
| | 223472 DISTRICT 1 2-LANE | 11-04-2020 | 12-31-2020 | SUB | | | |
| | 225319 DISTRICT 4 2-LANE | 10-14-2020 | 12-31-2020 | SUB | | | |
| | 225320 DISTRICT 4 EXPRESSWAY | 10-08-2020 | 12-31-2020 | SUB | | | |
| | 225988 DISTRICT 2 MAINTENANCE | 11-19-2020 | 12-31-2020 | SUB | | | |
| | 233449 District #1 Maintenance | 04-25-2021 | 12-31-2021 | SUB | | | |
| | 234716 District 3 Maintencance | 06-16-2021 | 12-31-2022 | SUB | | | |
| | 234717 District 3 Maintenance | 07-20-2021 | 01-01-2022 | SUB | | | |
| | 249266 DISTRICT 2 | 06-26-2022 | 12-31-2022 | SUB | | | |
| | 251415 DISTRICT 3 MAINTENANCE | 08-08-2022 | 12-31-2022 | SUB | | | |

| CONTRACTOR<br>TELEPHONE NO. | CONTRACT NO.<br>TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT<br>$ AMOUNT | $ AMOUNT<br>SUBLET TO<br>OTHERS | $ AMOUNT<br>REMAINING<br>ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | 251416<br>DISTRICT 3 MAINTENANCE | 08-04-2022 | 12-31-2022 | SUB | [redacted] | | |
| | 251417<br>DISTRICT 3 MAINTENANCE | 08-04-2022 | 12-31-2022 | SUB | | | |
| | 251418<br>DISTRICT 1 MAINTENANCE | 08-14-2022 | 12-31-2022 | SUB | | | |
| | 251464<br>DISTRICT 2 MAINTENANCE | 08-12-2022 | 12-31-2022 | SUB | | | |
| | 251559<br>DISTRICT 2 MAINTENANCE | 08-08-2022 | 12-31-2022 | SUB | | | |
| | 251740<br>DISTRICT 4 MAINTENANCE | 08-29-2022 | 12-31-2022 | SUB | | | |
| | 253153<br>CTDOT DISTRICT 2 MAINTENANCE | 10-06-2022 | 12-31-2022 | SUB | | | |
| | 253254<br>CTDOT DISTRICT 1 MAINTENANCE | 10-26-2022 | 12-31-2022 | SUB | | | |
| | 253255<br>CTDOT DISTRICT 1 MAINTENANCE | 10-26-2022 | 12-31-2022 | SUB | | | |
| | 253924<br>CTDOT DISTRICT 1 MAINTENANCE | 10-11-2022 | 12-31-2022 | SUB | | | |
| | 254127<br>CTDOT DISTRICT 3 MAINTENANCE | 10-21-2022 | 12-31-2022 | SUB | | | |
| | 255611<br>CTDOT DISTRICT 3 MAINTENANCE | 11-14-2022 | 12-31-2022 | SUB | | | |
| | 256791<br>CTDOT DISTRICT 3 MAINTENANCE | 12-12-2022 | 12-31-2022 | SUB | | | |
| | CP5037<br>SUFFOLK COUNTY | 04-25-2018 | 06-11-2021 | SUB | | | |
| | 2020008<br>STATEWIDE | 03-16-2020 | 12-31-2022 | SUB | | | |
| | 233449A<br>District 1 Maintenance | 06-21-2021 | 10-31-2021 | SUB | | | |
| | D263829<br>VARIOUS IN REGION 10 | 04-03-2019 | 12-31-2020 | SUB | | | |

| CONTRACTOR<br>TELEPHONE NO. | CONTRACT NO.<br>TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT<br>$ AMOUNT | $ AMOUNT<br>SUBLET TO<br>OTHERS | $ AMOUNT<br>REMAINING<br>ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | D264113<br>VARIOUS IN REGION 10 | 07-13-2020 | 08-31-2021 | SUB | [redacted] | | |
| | D264349<br>VARIOUS IN REGION 10 | 06-23-2021 | 11-30-2022 | SUB | | | |
| | HVN2019<br>NEW HAVEN | 06-03-2019 | 12-31-2019 | SUB | | | |
| | HVN2020<br>TWEED NEW HAVEN AIRPORT | 05-17-2021 | 06-30-2021 | SUB | | | |
| | TANY2120<br>NY DIVISION | 04-12-2022 | 12-31-2022 | SUB | | | |
| | WCA19003<br>WESTCHESTER COUNTY AIRPORT | 08-08-2019 | 12-31-2022 | SUB | | | |
| | 13MNT2911<br>VARIOUS | 05-12-2014 | 12-31-2020 | SUB | | | |
| | 2018CT026<br>SOUTH | 08-04-2018 | 12-31-2019 | SUB | | | |
| | 2019CT024<br>EAST BAY | 06-12-2019 | 12-31-2020 | SUB | | | |
| | 2020CT007<br>STATEWIDE - SOUTH | 07-12-2020 | 11-30-2021 | SUB | | | |
| | 2020CT008<br>STATEWIDE - CENTRAL | 08-06-2020 | 01-01-2022 | SUB | | | |
| | 450006EWR<br>NEWARK | 05-18-2014 | 12-31-2020 | SUB | | | |
| | 450006JFK<br>JAMAICA | 03-21-2014 | 12-31-2020 | SUB | | | |
| | 450006LGA<br>QUEENS | 11-24-2014 | 12-31-2020 | SUB | | | |
| | 450006TEB<br>TETERBORO | 10-12-2014 | 12-31-2020 | SUB | | | |
| | 801908401<br>YORKTOWN | 08-17-2020 | 08-31-2020 | SUB | | | |
| | DAT20175A<br>ISLIP | 12-01-2017 | 12-31-2022 | SUB | | | |

SAFETY MARKING LLC
QUESTION 2.14

NY PROJECT SUMMARY



| CONTRACTOR<br>TELEPHONE NO. | CONTRACT NO.<br>TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT<br>$ AMOUNT | $ AMOUNT<br>SUBLET TO<br>OTHERS | $ AMOUNT<br>REMAINING<br>ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | DAT20175C<br>ISLIP | 12-01-2017 | 12-31-2020 | PRIME | [redacted] | | |
| | DAT20175D<br>ISLIP | 12-01-2017 | 12-31-2020 | PRIME | | | |
| | DCH202013<br>DUTCHESS COUNTY | 06-28-2020 | 08-31-2021 | SUB | | | |
| | H6215310G<br>NASSAU COUNTY | 10-20-2020 | 12-31-2021 | SUB | | | |
| | H6215311G<br>NASSAU COUNTY | 05-21-2021 | 12-31-2021 | SUB | | | |
| | H6215312G<br>VARIOUS IN REGION 10 | 10-05-2021 | 12-31-2022 | SUB | | | |
| | 4600011EWR<br>NEWARK | 03-24-2019 | 08-31-2022 | SUB | | | |
| | 4600011JFK<br>QUEENS | 04-22-2019 | 08-31-2022 | SUB | | | |
| | 4600011LGA<br>FLUSHING | 04-28-2019 | 08-31-2022 | SUB | | | |
| | 4600011SWF<br>NEWBURGH | 02-13-2019 | 08-31-2022 | SUB | | | |
| | 4600011TEB<br>TETERBORO | 08-19-2019 | 08-31-2022 | SUB | | | |
| | DCH201703D<br>DUTCHESS COUNTY | 08-15-2018 | 12-31-2019 | PRIME | | | |
| | DCH201703E<br>DUTCHESS COUNTY | 10-16-2018 | 12-31-2019 | PRIME | | | |
| | DCH201703F<br>DUTCHESS COUNTY | 12-01-2018 | 12-31-2019 | PRIME | | | |
| | DCH201703G<br>DUTCHESS COUNTY | 07-15-2019 | 12-31-2019 | SUB | | | |
| | DCH201703H<br>DUTCHESS COUNTY | 06-28-2019 | 12-31-2019 | SUB | | | |
| | DCH201703I<br>DUTCHESS COUNTY | 05-04-2019 | 12-31-2019 | SUB | | | |

SAFETY MARKING LLC
QUESTION 3-i 4

NY PROJECT SUMMARY



| CONTRACTOR<br>TELEPHONE NO. | CONTRACT NO.<br>TOWN | START DATE | COMPLETE DATE | PRIME OR SUB | CONTRACT<br>$ AMOUNT | $ AMOUNT<br>SUBLET TO<br>OTHERS | $ AMOUNT<br>REMAINING<br>ON CONTRACT |
|---|---|---|---|---|---|---|---|
| | DCH202013B<br>DUTCHESS COUNTY | 11-19-2020 | 08-31-2021 | SUB | [redacted] | | |
| | DCH202013C<br>DUTCHESS COUNTY | 05-18-2020 | 08-31-2021 | SUB | | | |
| | DCH202013D<br>DUTCHESS | 06-06-2021 | 12-31-2021 | SUB | | | |
| | DCH202013E<br>DUTCHESS COUNTY | 05-19-2021 | 12-31-2021 | SUB | | | |
| | DCH202013F<br>DUTCHESS COUNTY | 05-19-2021 | 12-31-2021 | SUB | | | |
| | SPM110819A<br>SUFFOLK COUNTY | 07-07-2020 | 12-31-2021 | SUB | | | |
| | SPM110819B<br>SUFFOLK COUNTY | 07-07-2020 | 12-31-2021 | SUB | | | |
| | SPM110819C<br>SUFFOLK COUNTY | 07-07-2020 | 12-31-2021 | SUB | | | |

GRAND TOTALS

b. ever been defaulted on a contract? ND
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? ND
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? ND
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? ND
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? ND
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

NO TEXT ON THIS PAGE

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
None

NO TEXT ON THIS PAGE

10. In what other lines of business are you financially interested?

None. Safety Marking LLC has an affiliate, Safety Marking of NY LLC whose sole purpose is to exclusively supply union labor to Safety Marking LLC. Mark Kelly is the sole owner and officer of Safety Marking of NY LLC.

11. What is the construction experience of the principal individuals of your firm?

| Individual's Name | Present Position or Office | Years of Construction Experience | Magnitude and type of work | In what Capacity |
|---|---|---|---|---|
| Mark Kelly | President | 30 years | All phases of Line Striping & Removal | All capacities |
| David Steffens | Operations Mgr. | 29 years | All phases of Line Striping & Removal | All capacities |
| Patrick J Clyne | Safety Director | 30 years | All phases of Line Striping & Removal | All capacities |
| Bronson Kelly | LI Manager | 3 years | All phases of Line Striping & Removal | All capacities |
| Raymond Ryan | LI Superintendent | 23 years | All phases of Line Striping & Removal | All capacities |

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| Item | Description, Size Capacity, Year, etc. | Years of Service | Present Location |
|---|---|---|---|
| Please see attached Equipment List | | | Westbury, NY<br>Bridgeport, CT<br>Richmond, RI |

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found. Agree

NO TEXT ON THIS PAGE

| Equipment | Description | | Year | Make | Model | Vin # | Marker# |
|---|---|---|---|---|---|---|---|
| **ATTENUATOR CONE RACK** | | | | | | | |
| CT-0051 | AT-51 | ATTENUATOR/CONE/MSGBRD | 2005 | ISUZU | FXR | | |
| CT-0052 | AT-52 | ATTENUATOR/CONE/FLATBED | 2005 | ISUZU | FXR | | |
| CT-0053 | AT-53 | ATTENUATOR/CONE/MSGBRD | 2006 | ISUZU | FXR | | |
| CT-0054 | AT-54 | ATTENUATOR/SIGNBOARD | 2000 | INTERNATIO | 4700 | | |
| CT-0055 | AT-55 | ATTENUATOR/SIGNBOARD | 2000 | INTERNATIO | 4700 | | |
| CT-0056 | AT-56 | ATTENUATOR/TAPE TRUCK | 2003 | FREIGHTLIN | FL 70 | | |
| CT-0057 | AT-57 | ATTENUATOR/CONE/FLATBED | 2010 | FORD | F750 | | |
| CT-0058 | AT-58 | ATTENUATOR/CONE/RACK BODY | 2010 | FORD | F-750 | | |
| CT-0059 | AT-59 | ATTENUATOR/CONE/RACK BODY | 2010 | FORD | F-750 | | |
| CT-0060 | AT-60 | ATTENUATOR/MESSAGE BOARD | 2004 | INTERNATIO | 4300 | | |
| CT-0061 | AT-61 | ATTENUATOR/MESSAGE BOARD | 2004 | INTERNATIO | 4300 | | |
| CT-0062 | AT-62 | ATTENUATOR/MESSAGE BOARD | 2011 | INTERNATIO | 4300 | | |
| CT-0063 | AT-63 | ATTENUATOR/MESSAGE BOARD | 2011 | INTERNATIO | 4300 | | |
| CT-0064 | AT-64 | ATTENUATOR/MESSAGE BOARD | 2000 | GMC/ISUZU | FTR | | |
| CT-0065 | AT-65 | ATTENUATOR CONE MESSAGE B | 2015 | FORD | F-750 | | |
| CT-0066 | AT-66 | ATTENUATOR/CONE/MSGBRD | 2016 | INTERNATIO | 4300 SBA 4 | | |
| CT-0067 | AT-67 | ATTENUATOR/CONE/MSGBRD | 2008 | FORD | F-750 | | |
| **BOX TRUCK** | | | | | | | |
| BX-0010 | V-10 | BOX TRUCK | 2006 | ISUZU | NQR | | |
| BX-0011 | V-11 | BOX TRUCK | 2003 | ISUZU | NQR | | |
| BX-0013 | V-13 | BOX TRUCK | 2010 | ISUZU | NQR | | |
| BX-0014 | V-14 | BOX TRUCK | 2004 | ISUZU | FRR | | |
| BX-0015 | AV-15 | AIRPORT BOX VAN | 2012 | FORD | F-750 | | |
| BX-0016 | AV-16 | AIRPORT BOX VAN | 2015 | FORD | F-750 | | |
| BX-0017 | V-17 | BOX TRUCK | 2012 | ISUZU | NPR | | |
| BX-0018 | V-18 | BOX TRUCK | 2012 | ISUZU | NPR | | |
| X-0019 | V-19 | BOX TRUCK | 2012 | ISUZU | NPR | | |
| BX-0020 | V-20 | BOX TRUCK | 2010 | ISUZU | NPR | | |
| BX-0021 | AV-21 | AIRPORT BOX VAN | 2017 | FORD | F-750 | | |
| BX-0022 | AV-22 | AIRPORT BOX VAN | 2017 | FORD | F-750 | | |
| BX-0023 | V-23 | BOX TRUCK | 2001 | GMC | W55042 | | |
| BX-0024 | V-24 | BOX VAN | 2013 | ISUZU | NRR | | |
| BX-0025 | V-25 | BOX VAN | 2014 | ISUZU | NRR | | |
| BX-0026 | AV-26 | BOX TRUCK | 2019 | ISUZU | NRR | | |
| BX-0027 | V-27 | BOX VAN | 1999 | ISUZU | NQR | | |
| BX-0028 | V-28 | BOX VAN | 1999 | ISUZU | NQR | | |
| BX-0029 | V-29 | BOX VAN | 2002 | ISUZU | NQR | | |
| BX-0030 | V-30 | BOX VAN | 2015 | ISUZU | NRR | | |
| BX-0031 | V-31 | BOX VAN | 2023 | ISUZU | NRR | | |
| **BROOM** | | | | | | | |
| BR-0004 | BCT-4 | BROOM/CONE TRUCK | 2004 | GMC | WT550 | | |
| SW-0002 | S-2 | BROOM BEAR SWEEPER | 2000 | FREIGHTLIN | FL70 | | |
| SW-0003 | S-3 | CONVEYOR SWEEPER | 2020 | AUTOCAR | ACMD42 | | |
| **CAR** | | | | | | | |
| CR-0015 | CAR-15 | TAHOE | 2011 | CHEVY | TAHOE | | |
| CR-0019 | CAR-19 | LUKES EQUINOX | 2017 | CHEVY | EQUINOX | | |
| CR-0020 | CAR-20 | JEEP GRAND CHEROKEE | 2022 | JEEP | GRAND CHER | | |
| **DUMP** | | | | | | | |
| DT-0003 | D-3 | DUMP TRUCK | 2005 | STERLING | ACTERRA | | |
| DT-0005 | D-5 | DUMP TRUCK | 2008 | FREIGHTLIN | M2 | | |
| DT-0006 | D-6 | DUMP TRUCK | | PETERBILT | 340 | | |

| Equipment | | Description | Year | Make | Model | Vin # | Marker# |
|---|---|---|---|---|---|---|---|
| **EPOXY** | | | | | | | |
| EP-0013 | ED-13 | EPOXY DETAIL SPRAY TRUCK | 2008 | ISUZU | FVR | | |
| EP-0015 | EB-15 | EPOXY PAINT TRUCK BLACK | 2002 | ISUZU | FTR | | |
| EP-0016 | E-16 | EPOXY PAINT TRUCK 700 GAL | 2011 | PETERBILT | 320 | | |
| EP-0017 | E-17 | EPOXY PAINT TRUCK 450 GAL | 2014 | PETERBILT | 320 | | |
| EP-0018 | E-18 | EPOXY PAINT TRUCK 825 GAL | 2015 | PETERBILT | 320 | | |
| EP-0019 | E-19 | EPOXY PAINT TRUCK 825 GAL | 2016 | PETERBILT | 320 | | |
| EP-0020 | ED-20 | EPOXY DETAIL SPRAY TRUCK | 2017 | PETERBILT | 220 | | |
| EP-0021 | ED-21 | EPOXY DETAIL SPRAY TRUCK | 2017 | PETERBILT | 220 | | |
| EP-0022 | ED-22 | EPOXY DETAIL SPRAY TRUCK | 2016 | ISUZU | NRR | | |
| EP-0023 | E-23 | EPOXY PAINT TRUCK 450 GAL | 2018 | PETERBILT | 520 | | |
| EP-0024 | E-24 | EPOXY PAINT TRUCK 825 GAL | 2018 | PETERBILT | 520 | | |
| EP-0025 | ED-25 | EPOXY DETAIL W/Y SPRAY TR | 2018 | ISUZU | NRR | | |
| EP-0026 | E-26 | EPOXY PAINT TRUCK 525 GAL | 2019 | PETERBILT | 520 | | |
| EP-0027 | E-27 | EPOXY PAINT TRUCK 600 GAL | 2020 | PETERBILT | 520 | | |
| EP-0028 | ED-28 | EPOXY DETAIL W/Y SPRAY TR | 2020 | ISUZU | FTR | | |
| EP-0029 | E-29 | EPOXY PAINT TRUCK 600 GAL | 2021 | PETERBILT | 520 | | |
| **FLATBED** | | | | | | | |
| FL-0063 | CT-63 | CONE TRUCK | 2005 | FORD | F-450 | | |
| FL-0064 | CT-64 | CONE TRUCK | 2015 | ISUZU | NRR | | |
| FL-0065 | CT-65 | CONE TRUCK | 2015 | ISUZU | NRR | | |
| FL-0066 | CT-66 | CONE TRUCK | 2001 | ISUZU | FRR | | |
| FL-0067 | CT-67 | CONE TRUCK | 2000 | ISUZU | FRR | | |
| FL-0069 | CT-69 | CONE TRUCK | 2003 | ISUZU | FRR | | |
| FL-0070 | CT-70 | CONE TRUCK | 2020 | ISUZU | NRR | | |
| FL-0071 | CT-71 | CONE TRUCK | 2020 | ISUZU | NRR | | |
| FL-0072 | CT-72 | CONE TRUCK | 2020 | ISUZU | NRR | | |
| L-0073 | CT-73 | CONE TRUCK | 2020 | ISUZU | NRR | | |
| **DETAIL GLUE** | | | | | | | |
| GL-0004 | D-4 | DETAIL GLUE TRUCK | 2004 | INTERNATIO | 4000 | | |
| **GRINDING** | | | | | | | |
| GR-0008 | G-8 | GRINDING TRUCK | 2006 | ISUZU | FXR | | |
| GR-0009 | SAW-9 | GROOVING TRUCK | 2006 | ISUZU | FXR | | |
| GR-0010 | G-10 | GRINDING TRUCK | 2009 | ISUZU | FVR | | |
| GR-0011 | G-11 | GRINDING TRUCK | 2008 | ISUZU | FTR | | |
| GR-0012 | G-12 | GRINDING TRUCK | 2009 | ISUZU | T7F042 | | |
| GR-0014 | G-14 | GRINDING TRUCK | 2006 | CHEVY | T7F042 | | |
| GR-0015 | SAW-15 | GROOVING TRUCK | 2015 | PETERBILT | 320 | | |
| GR-0016 | G-16 | GRINDING TRUCK | 2017 | PETERBILT | 220 | | |
| GR-0017 | G-17 | GRINDING TRUCK | 2018 | PETERBILT | 220 | | |
| GR-0018 | G-18 | GRINDING TRUCK | 2020 | PETERBILT | 520 | | |
| GR-0019 | RS-19 | RUMBLE STRIP TRUCK | 2019 | MACK | GRANITE | | |
| GR-0021 | SAW-21 | GROOVING TRUCK | 2023 | PETERBILT | M520 | | |

| Equipment | Description | Year | Make | Model | Vin # | Marker# |
|---|---|---|---|---|---|---|
| **PICKUP** | | | | | | |
| PI-0005 P-5 | S-10 PICKUP | 2002 | CHEVROLET | S-10 PICKU | | |
| PI-0007 P-7 | PICK-UP | 2003 | CHEV | SILVERADO | | |
| PI-0008 P-8 | F250 PICKUP | 2004 | FORD | F250 2WD | | |
| PI-0009 P-9 | F250 PICKUP | 2005 | FORD | F250 | | |
| PI-0010 P-10 | PICK-UP | 2000 | FORD | SWR SUPE | | |
| PI-0011 P-11 | PICK-UP | 2006 | FORD | F-250 | | |
| PI-0012 P-12 | PICKUP | 2008 | CHEVROLET | SILVERADO | | |
| PI-0013 P-13 | PICKUP | 2008 | CHEVROLET | SILVERADO | | |
| PI-0014 P-14 | PICKUP | 2000 | CHEVROLET | C2500 | | |
| PI-0015 P-15 | F-350 PICKUP | 2008 | FORD | F-350 | | |
| PI-0016 P-16 | CHEVY SILVERADO 4X4 | 2009 | CHEVROLET | SILVERADO | | |
| PI-0017 P-17 | 1500 SILVERADO | 2017 | CHEVY | 1500 SILVE | | |
| PI-0018 P-18 | REFLECTOMETER TRUCK | 2017 | CHEVY | SILVERADO | | |
| PI-0019 P-19 | 1500 SILVERADO | 2014 | CHEVY | 1500 SILVE | | |
| PI-0020 P-20 | 1500 SILVERADO | 2018 | CHEVY | SILVERADO | | |
| PI-0021 GPS-1 | F-250 GPS LAYOUT TRUCK | 2019 | FORD | F-250 | | |
| PI-0022 P-22 | REFLECTOMETER TRUCK | 2019 | CHEVY | SILVERADO | | |
| PI-0023 P-23 | F-350 MESSAGE BOARD | 2021 | FORD | F-350 | | |
| PI-0024 P-24 | FORD F-350 | 2020 | FORD | F-350 | | |
| PI-0025 GPS-2 | F-350 GPS LAYOUT TRUCK | 2020 | FORD | F-350 | | |
| PI-0026 GPS-3 | F-350 GPS LAYOUT TRUCK | 2020 | FORD | F-350 | | |
| ST-0001 ST-1 | 2500 CHEVY SILVERADO | 2016 | CHEVY | 2500 SILVE | | |
| **PAINT** | | | | | | |
| PT-0019 PT-19 | PAINT TRUCK 120 GAL | 2006 | ISUZU | FXR | | |
| PT-0020 PT-20 | AIRPORT PAINT TRUCK | 2007 | GMC | T850 | | |
| PT-0021 PT-21 | PAINT TRUCK 120 GAL. | 2008 | ISUZU | FVR | | |
| T-0022 PT-22 | PAINT TRUCK 120 GAL | 2009 | ISUZU | FVR | | |
| PT-0023 PT-23 | PAINT TRUCK 700 GAL | 2010 | PETERBUILT | 320 | | |
| PT-0024 PT-24 | PAINT TRUCK 700 GAL | 2010 | PETERBUILT | 320 | | |
| PT-0026 PT-26 | AIRPORT PAINT TRUCK 700G | 2014 | PETERBILT | 320 | | |
| PT-0027 PT-27 | PAINT TRUCK 240 GAL | 2016 | PETERBILT | 220 | | |
| PT-0028 PT-28 | PAINT TRUCK 700 GAL | 2017 | PETERBILT | 320 | | |
| PT-0029 PT-29 | PAINT TRUCK 60 GAL | 2017 | ISUZU | NRR | | |
| PT-0030 PT-30 | PAINT TRUCK 120 GALLON | 2018 | ISUZU | FTR | | |
| PT-0031 PT-31 | PAINT TRUCK 700 GAL | 2019 | PETERBILT | 520 | | |
| PT-0033 PT-33 | AIRPORT PAINT TRUCK 700 | 2021 | PETERBILT | 520 | | |
| PT-0034 PT-34 | PAINT TRUCK 240 GAL | 2022 | PETERBILT | 220 | | |
| **RACK** | | | | | | |
| RA-0040 R-40 | RACK BODY | 1999 | ISUZU | NQR 07/ | | |
| RA-0043 R-43 | RACK BODY | 2001 | ISUZU | NQR 01/01 | | |
| RA-0046 R-46 | RACK BODY | 2003 | ISUZU | NQR | | |
| RA-0047 R-47 | RACK BODY | 2003 | ISUZU | NQR | | |
| RA-0048 R-48 | RACK BODY | 2005 | ISUZU | NQR | | |
| RA-0049 R-49 | RACK BODY | 2006 | ISUZU | NQR | | |
| RA-0050 R-50 | RACK BODY | 2007 | ISUZU | FVR | | |
| RA-0051 R-51 | RACK BODY | 2008 | ISUZU | NQR | | |
| RA-0052 R-52 | RACK BODY | 2011 | ISUZU | NQR | | |
| **RAMP** | | | | | | |
| RT-0002 RT-2 | RAMP TRUCK | 1998 | ISUZU | NPR | | |
| RT-0003 RT-3 | RAMP TRUCK | 2004 | ISUZU | FRR | | |
| **THERMO** | | | | | | |
| TH-0002 TP-2 | THERMO PAINT TRUCK | 2004 | STERLING | ACTERRA | | |
| TH-0004 TP-4 | THERMO PAINT TRUCK | 2016 | INTERNATIO | 4300 | | |

| Equipment | | Description | Year | Make | Model | Vin # | Marker# |
|---|---|---|---|---|---|---|---|
| **RACK BODY HYDRO-BLAST** | | | | | | | |
| WT-0004 | WB-4 | HYDROBLAST TRUCK | 2016 | PETERBILT | 320 | [redacted] | |
| WT-0005 | WB-5 | HYDROBLAST TRUCK | 2018 | PETERBILT | M520 | | |
| WT-0006 | WB-6 | HYDROBLAST TRUCK | 2019 | PETERBILT | M520 | | |
| WT-0007 | WB-7 | HYDROBLAST TRUCK | 2019 | PETERBILT | 520 | | |
| WT-0008 | WB-8 | HYDROBLAST TUSK TRUCK | 2022 | PETERBILT | 520 | | |

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

No.

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

Ray Ryan, LI Superintendent and Bronson Kelly, LI Manager have driven all locations several times. our crews have striped and removed pavement markings several times under NYSDOT and Nassau County DPW contracts. Please refer to the list of contracts/experience for specific contracts/numbers.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Remove existing pavement markings - each intersection. Layout each intersection for new epoxy pavement markings. Install epoxy pavement markings.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Ray Ryan, LI Superintendent and Bronson Kelly, LI Manager. Resumes attached.

17. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|

Please see attached

NO TEXT ON THIS PAGE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>RSC Insurance Brokerage, Inc.<br>Risk Strategies - TriPoint<br>21c Arts Center Ct<br>Avon, CT 06001 | **CONTACT NAME:** Doran Lamond<br>**PHONE (A/C, No, Ext):** 860-618-1101 **FAX (A/C, No):** 860-499-5352<br>**E-MAIL ADDRESS:** dlamond@risk-strategies.com |
| **INSURED**<br>Safety Marking, LLC.<br>255 Hancock Avenue<br>Bridgeport CT 06605 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Zurich American Insurance Company — 16535<br>INSURER B : Endurance Assurance Corporation — 11551<br>INSURER C : American Zurich Insurance Company — 40142<br>INSURER D : Markel American Insurance Company — 28932<br>INSURER E : Westchester Surplus Lines Insurance Co — 10172<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 74880669 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☑ PRO-JECT ☑ LOC<br>☐ OTHER: | ✓ | | [redacted] | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $2,000,000<br>$1,000,000<br>$10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | ✓ | | [redacted] | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $2,000,000<br>$<br>$<br>$<br>$ |
| B | ☐ UMBRELLA LIAB ☑ OCCUR<br>✓ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | ✓ | | [redacted] | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $2,000,000<br>$2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | [redacted] | 7/1/2022 | 7/1/2023 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Excess Liability (2nd Layer) | | | [redacted] | 7/1/2022 | 7/1/2023 | $2,000,000 occ/$2,000,000 agg | |
| E | Excess Liability (3rd Layer) | | | | 7/1/2022 | 7/1/2023 | $5,000,000 occ/$5,000,000 agg | |

For Bidding Purposes Only

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locations in Nassau County
The County of Nassau, all Municipalities, Municipal Sub- Divisions, Fee Owners of Properties, and Consultants and any other parties required by written contract are included as Additional Insured per the attached forms.
Owner Contractors Liability will be put into place upon project beginning at limits of $1,000,000 / $3,000,000

**CERTIFICATE HOLDER**

H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locat
County of Nassau
1194 Prospect Ave
Westbury NY 11590

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Doran K. Lamond

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# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

**1a. Legal Name & Address of Insured (use street address only)**

SAFETY MARKING, LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

**Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

**1b. Business Telephone Number of Insured**

[redacted]

**1c. Federal Employer Identification Number of Insured or Social Security Number**

[redacted]

**2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**

County of Nassau
1194 Prospect Ave
Westbury NY 11590

**3a Name of Insurance Carrier**

HARTFORD LIFE AND ACCIDENT

**3b Policy Number of Entity Listed in Box "1a"**

[redacted]

**3c Policy effective period**

07-01-2022 to 06-30-2023

**4. Policy provides the following benefits:**

- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

**5. Policy covers:**

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

For Bidding Purposes Only

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/16/2023 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board** (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York**
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

DB-120.1 (10-17)

DB-120.1 (10-17)

IH

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

For Bidding Purposes Only

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF
# NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br><br>Safety Marking, LLC.<br>255 Hancock Avenue<br>Bridgeport CT 06605<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>[redacted]<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>[redacted] |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br><br>County of Nassau<br>1194 Prospect Ave<br>Westbury NY 11590 | 3a. Name of Insurance Carrier<br>American Zurich Insurance Company<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>[redacted]<br><br>3c. Policy effective period<br>07/01/2022 to 07/01/2023<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

For Bidding Purposes Only

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Robert G. Phelan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert Phelan 6/16/2023
(Signature) (Date)

Title: President & CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-482-6566

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

**C-105.2 (9-17)** www.wcb.ny.gov

## Workers' Compensation Law

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

For Bidding Purposes Only

# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. [redacted] | Effective Date: 07/01/2022 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

For Bidding Purposes Only

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph 1.**b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

For Bidding Purposes Only

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.



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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory Insurance**

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This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:



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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:** |
|---|
| ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW |
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| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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# Coverage Extension Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| [redacted] | 07/01/2022 | 07/01/2023 | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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# EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

## INSURING AGREEMENTS

### I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

### II. LIMITS OF INSURANCE

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A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

### III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

### IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

### V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

## VI. CONDITIONS

### A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

### B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

### C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

### D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

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If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

### E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

### F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

### G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

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MARKEL®

# MARKEL AMERICAN INSURANCE COMPANY

## COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V.** Definitions.

### SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
   a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
   b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

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### SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

### SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

### SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

**1. Appeals**

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.


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**2. Maintenance Of Underlying Insurance**

**a.** You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

**b.** Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.

**c.** No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

**a.** The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or

**b.** The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

**3. Other Insurance**

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

**4. Cancellation**

**a.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.

**b.** We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

**(1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(2)** 60 days before the effective date of cancellation if we cancel for any other reason.

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**c.** We will mail or deliver our notice to the Named Insured's last mailing address known to us.

**d.** Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

**e.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**f.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**5. Policy Period**

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

**SECTION V. DEFINITIONS**

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.



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# MARKEL AMERICAN INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CHANGES – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Paragraph **3.** Other Insurance in Section **IV.** Conditions is replaced by the following:

**3. Other Insurance**

**a. Excess**

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except if the other insurance is written specifically to be excess over this insurance or if the Primary And Noncontributory Excess Insurance provision below applies.

**b. Primary And Noncontributory Excess Insurance**

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis; however, this insurance will not seek contribution from any other liability insurance available to an additional insured that has been granted primary and non-contributory status under any "underlying insurance" shown in the Schedule of Underlying Insurance. This provision applies only if:

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**(1)** All limits provided by "underlying insurance" have been exhausted by payment of judgments against the additional insured or payment of settlements that the "underlying insurance" has agreed to in writing;

**(2)** The additional insured is a Named Insured under such other liability insurance available to the additional insured; and

**(3)** You have specifically agreed in writing in a contract or agreement executed prior to the claim that this excess liability insurance would be primary and would not seek contribution from any other liability insurance available to the additional insured.

The insurance provided by this endorsement does not drop down to provide coverage if the "underlying Insurance" does not pay for the claim for any reason whatsoever.

All other terms and conditions remain unchanged.

SMC

# RAY RYAN, LI Superintendent


**Contact Information**

Cell # - 203.895-1777 Email – rryan@safetymarking.net
Office # - 516.333-0489

***Safety Marking LLC***
255 Hancock Avenue
Bridgeport, CT 06605

(203) 333 - 6870


**Position**

**Long Island Superintendent**

**Experience**

- Employed by Safety Marking since 2000
- Managed various construction and maintenance projects ranging in value from $10,000 to $8 million
- Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects since 2012
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations
- Experienced in layout of new and phase construction
- Experienced Epoxy Crew Foreman
- Experienced Superintendent

**Additional Training**

- First Aid & CPR certified
- ATTSA Certified Traffic Control Technician
- ATTSA Certified Traffic Control Supervisor
- OSHA 30

SMC

# BRONSON KELLY, LI Manager


**Contact Information**

Cell # - 203.520-7158 Email bkelly@safetymarking.net
Office # 203.814-3418 & 516.333-0489

***Safety Marking, Inc.***
255 Hancock Avenue
Bridgeport, CT 06605

***Safety Marking, Inc.***
84 Sylvester Street
Westbury, NY 11590


**Position**

**Long Island Manager**

**Experience**

- Employed by Safety Marking since 2020
- Managed various construction and maintenance projects ranging in value from $10,000 to $8 million
- Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations
- Experienced in layout of new and phase construction

**Additional Training**

- First Aid & CPR certified
- OSHA 10

**Education**

Avon Old Farms 2007-2011
Johns Hopkins University 2011-2015 – BS in Political Science
Dale Carnegie Graduate 2018
Jack Welch College of Business 2020-2021 – MBA

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Mark Kelly, President

June 20, 2023
Date

NO TEXT ON THIS PAGE

## Caroline Sumner

**Subject:** FW: CCA-2 Approval - SAFETY MARKING LLC

**From:** dot.sm.mo.vendor.responsibility <VendorResponsibility@dot.ny.gov>
**Sent:** Tuesday, November 29, 2022 2:38 PM
**To:** Steven Treglia <streglia@safetymarking.net>
**Cc:** Caroline Sumner <CSumner@safetymarking.net>; dot.sm.mo.vendor.responsibility <VendorResponsibility@dot.ny.gov>
**Subject:** RE: CCA-2 Approval - SAFETY MARKING LLC

Good Afternoon,

Your CCA-2 was reviewed and approved with a 11/14/22 effective date, good for 1 year. Please use this email as proof of approval of your CCA2.

Thank you,

**Vendor Responsiility Unit**
**New York State Department of Transportation**
Office of Contract Management
50 Wolf Road 1st Floor, Suite 1CM
Albany, NY 12232
'endor.Responsibility@dot.ny.gov
NEW YORK STATE OF OPPORTUNITY | Department of Transportation

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF ~~NEW YORK~~ Connecticut )
)ss.: Bridgeport
COUNTY OF ~~NASSAU~~ Fairfield )

Mark Kelly Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the President of Safety Marking LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 20th day of June 2023

CAROLINE SUMNER
Notary Public - Connecticut
My Commission Expires
January 31, 2024

Caroline Sumner
Notary
Caroline Sumner

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

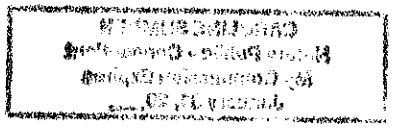
(Form of Affidavit where Bidder is a individual)

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary



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## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

### WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62153-14G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

| Contractor's Name and Address | Project Description (Project Title, Facility Name and Address): | Bid Date: | Total Contract Amt: |
|---|---|---|---|
| Safety Marking LLC<br>255 Hancock Avenue<br>Bridgeport, CT 06605<br>Federal ID No.: [redacted] | Nassau County Pavement Marking Improvements - Phase 14 at Various Locations in Nassau County | 6/20/23 | $1,391,084.50 |

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors will be used**, please check this box ☑, skip to bottom of form, and sign it as required.

| Subcontractor's Name, Address and Federal ID No. | Check (✓) *only* one. Plumbing and Gas Fitting | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus | Electric Wiring and Standard Illuminating Fixtures | General Description of Work | Subcontractor's Contract Amt. |
|---|---|---|---|---|---|
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a **non responsive bid** determination.

Company Authorized Signature: [signature] Mark Kelly Title: President Date: 6/20/2023

NO TEXT ON THIS PAGE

# MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)
Mark Kelly, President

Safety Marking LLC
(Name of Business)

NO TEXT ON THIS PAGE

## APPENDIX 2
## IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## APPENDIX 2-S
## IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

## IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

6/20/2023 Mark Kelly, President

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

## APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

*To be included in all contracts*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potiential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract.or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

## Certification Regarding
## Debarment, Suspension, Ineligibility and Voluntary Exclusion
## Lower Tier Covered Transactions
## (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark Kelly, President — 06/20/2023
Name and Title of Authorized Representative — m/d/yy

Signature — 06/20/2023
Date

Safety Marking LLC
Name of Organization

255 Hancock Avenue, Bridgeport, CT 06605
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Safety Marking LLC

TELEPHONE NUMBER: 203.333-6870

WORK SITE OR FACILITY NAME: Various Locations in Nassau County

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: Nassau County

Signature

06/20/2023
Date

Mark Kelly, President
Print Name and Title of Signer

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

| Specification Number | Description | Manufacturer and/or Supplier |
|---|---|---|
| 685074200110 | Wht Epoxy Stripes 20 mils | Epoplex & Potters |
| 685074200210 | Wht Epoxy Letters 20 mils | Epoplex & Potters |
| 685074200310 | Wht Epoxy Symbols 20 mils | Epoplex & Potters |
| 685074200410 | Wht Epoxy Xhatch 20 mils | Epoplex & Potters |
| 685074200510 | Wht Epoxy Spec. Mkgs 20 mils | Epoplex & Potters |
| 685074200610 | Yellow Epoxy Stripes 20 mils | Epoplex & Potters |
| 685074200710 | Yellow Epoxy Stripes 20 mils | Epoplex & Potters |
| 685074200810 | Wht Epoxy Yield Line Sym. Sm | Epoplex & Potters |
| 685074200910 | Wht Epoxy Yield Line Sym. Lrg | Epoplex & Potters |
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| | | |
| | | |
| | | |

Epoplex
one Park Avenue
Maple Shade, NJ 08052

Potters Industries
POB 840
Valley Forge, PA 19482

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PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Safety Marking LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: N/A

Municipal Licensing Agency: N/A

By: _____ Date: June 20, 2023

(Print): Mark Kelly Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____ Secretary
Mark Kelly

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

## SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF CONNECTICUT )
ss: Bridgeport
COUNTY OF FAIRFIELD )

On this 20th day of June, 2023, before me personally

came Mark Kelly personally known to me or proved to me on
*(Name of Sole Officer)*

the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and Sole Officer and Director of SAFETY MARKING LLC
*(Name of Corporation)*

the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that he/she signed the within instrument on behalf of said corporation.

CAROLINE SUMNER
Notary Public - Connecticut
My Commission Expires
January 31, 2024

Caroline Sumner
Notary Public
Caroline Sumner
*My Commission Expires: January 31, 2024*

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU )

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU )

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF ~~NEW YORK~~ Connecticut )
) ss.: Bridgeport
COUNTY OF ~~NASSAU~~ Fairfield )

Mark Kelly [redacted] Being duly sworn, deposes and says:. That he resides at [redacted] that he is the President & Sole Officer of Safety Marking LLC of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 20th day of June 2023.

CAROLINE SUMNER
Notary Public - Connecticut
My Commission Expires
January 31, 2024

Caroline Sumner
Notary Public
Caroline Sumner

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## VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Safety Marking LLC

Contract Title: Nassau County Pavement Marking Improvements - Phase 14

Contract Number: H62153-14G

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

June 20, 2023
Date

Mark Kelly, President
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

N/A

NO TEXT ON THIS PAGE

# APPENDIX X

## BRUCE BLAKEMAN

NASSAU COUNTY EXECUTIVE

# NASSAU COUNTY

# Vendor Code of Ethics

| POLICY/PROCEDURE TITLE:<br>Nassau County Vendor Code of Ethics | DATE ISSUED:<br>June 5th, 2019 |
|---|---|
| DEPARTMENT ISSUING:<br>Executive – Compliance | AUTHORIZED and SIGNED BY:<br>  <br>Deputy County Executive<br>For Compliance<br>  <br>County Executive |

**POLICY:** The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

**PURPOSE:** To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

**SCOPE:** All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

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# Vendor Code of Ethics

## Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

**Adverse Job-Related Action** includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

**Contact** means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

**Designated Point(s) of Contact** means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

**Nassau County Employee** means any officer, official or employee of Nassau County.

**Family Member** means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

**Gift** means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

**Nassau County Code of Ethics** means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

**Participating Employee** means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

**Participating Nassau County Employee** means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

**Primary Contracting Party** means a Vendor who intends to directly enter into or has a contract with Nassau County.

**Retaliatory Action** is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

**State Procurement Lobbying Law** means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

**Vendor** means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

## Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

### Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

## Chapter 3: GIFTS OR CONTINGENT FEES

### Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

### Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

### Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

## Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

### Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

**Section 4.02 Restrictions Post Award**

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

## Chapter 5: CONFLICT OF INTEREST

**Section 5.01 Financial Interest**

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

**Section 5.02 Personal Business Dealings**

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

**Section 5.03 Disclosure and Cooperation**

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

**Section 5.04 Confidential Information**

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

**Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development**

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

## Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

**Section 6.01 Appearance Before Former Agency-Two Year Bar**

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

**Section 6.02 Appearance Before Former Agency-Life Time Bar**

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

## Chapter 7: NON-COLLUSION

### Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

### Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

### Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

## Chapter 8: DISTRIBUTION AND CERTIFICATION

### Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

# Vendor Code of Ethics

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

**Section 8.02 Vendor Certifications**

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Vendor Code of Ethics

## Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

## Chapter 9: PENALTIES

### Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

### Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

## Chapter 10: REPORTING OBLIGATION

### Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

### Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

### Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

## Chapter 11: PROHIBITION ON RETALIATION

### Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

# Vendor Code of Ethics

## CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H62153-14G

Project Description: Pavement Marking Improvements - Phase 14

The prospective lower tier participant Apex Striping, Inc. (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Safety Marking LLC [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 9TH day of June, 20 23.

By Susan N. McDonald Signature of Authorized Official

Susan McDonald, President Name and Title of Authorized Official

Vendor Code of Ethics

**CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS**

Bid/Proposal No.: _____

Project Description: _____

The prospective lower tier participant _____(subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to_____[prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this_____day of_____, 20____.

By _____Signature of Authorized Official

_____ Name and Title of Authorized Official

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# Vendor Code of Ethics

**PARTICIPATING EMPLOYEE**
**ACKNOWLEDGEMENT REGARDING NASSAU**
**COUNTY VENDOR CODE OF ETHICS**

Company: Safety Marking LLC

Bid/Proposal No.: H62153-14G

I, Mark Kelly, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on June 20, 2023 and that I understand it and will comply with this Code in my participation in procurements between Safety Marking LLC (Vendor name) and Nassau County.

Executed this 20th day of June, 2023.

By _____ Signature of Employee

Mark Kelly, President _____ Name and Title of Employee

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# Notice of Award

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BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

# NOTICE OF AWARD

July 16, 2024

Mark Kelly, President
Safety Marking LLC.
255 Hancock Avenue
Bridgeport, Connecticut 06605

Dear Mr. Kelly:

As a result of bids received on June 20, 2023, for work to be done under:

**CONTRACT NO: H62153-14G**
**TITLED: Pavement Marking Improvements-Phase 14-PIN 0761.67**

You are hereby notified that you are awarded the contract by the County of Nassau, for $ 1,391,084.50, as per Nassau County Resolution Number **161-2024**, and the County Executive's subsequent approval of the contract. Under the terms of the contract documents, you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds**: You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, **and two (2) original copies** of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2. **Signing and Execution of the Contract**: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Wednesday, July 24, 2024**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Re: Notice of Award
**CONTRACT NO: H62153-14G**
**TITLED: Pavement Marking Improvements-Phase 14-PIN 0761.67**

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Joseph G. Pecora

Joseph G. Pecora, P.E.
Deputy Commissioner of Public Works

JGP:HTL:jd
c: Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Concetta Petrucci, Assistant to Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner of Public Works
Elizabeth Kobel, Administrative Officer II

AGREEMENT

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

**NASSAU COUNTY PAVEMENT MARKINGS PHASE 14**
**PIN 0761.67**
**VARIOUS ROADWAYS**
**NASSAU COUNTY, NEW YORK**

**Contract No. H62153-14G**

THIS AGREEMENT,

made and executed this _____ day of _____, 20 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

,

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean: the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and as contained in the books prepared by the Department of Public Works of Nassau County entitled "Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction, 2009" & "Traffic Signal Specifications & Standard Drawings"; as well as the latest NY State Standard Specifications, as per the most recent Letting Date, listed on the NYSDOT website.

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the latest NY State Standard Specifications, therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made a part of this Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or

deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive. Notification will be made to NYSDOT Construction prior to the start of any added or extra work. Work shall conform to the latest NYS Standard Specifications (latest) Sec 109-05. Refer to section 104 - Scope of Work for any changes, contingencies, extra work or deductions on the project - in the latest NY State Standard Specifications.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

Article VI. COUNTY'S RIGHT AND NOTICES

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract in good faith or,
10. that the Contractor is violating any of the provisions of this Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting

forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article VII. Contractor's Duty

Upon receipt of the notice provided in Article VI, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article VIII. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article VI above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

   Once the contract award package is found to be in order by NYSDOT Construction, then the Sponsor will receive from NYSDOT Construction a 'Notice to Proceed' Letter, in the form of an email and the project is officially awarded. Once the Sponsor sets up the Pre-construction meeting, the Construction Management Plan(CMP) includes the actual completion date, since the Pre-construction Meeting date is now known.

ARTICLE IX. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County, it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE X. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work. The NYSDOT Materials Inspection Manual (MURK Part 2-A), as well as the 'Materials Approved List' are two important references to utilize in order to determine if materials are acceptable on the contract. Also make sure the contractor submits applicable Materials Certifications, including 'Buy America' certifications for all steel items, if any, on the project.

ARTICLE XI. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.

C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of

whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.

D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVIII for schedule.

ARTICLE XII. TIME OF START AND COMPLETION

A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. However, before starting work, the Sponsor is required to set up a Pre-construction meeting, and the following should attend: Sponsor's representatives, the *Lowest* bid contractor, the NYSDOT Construction monitors for Local Projects, as well as utility representatives (if applicable). There are two submittals that are required at the meeting:
   - The prime Contractor's Health & Safety Plan - to be reviewed and approved by the Sponsor before any contract work begins, and a copy to be filed with NYSDOT Construction indicating approval by the Sponsor of the Plan (utilizing Section 107-05 of the NY State Standard Specifications);
   - A copy of the Construction Management Plan should be provided to NYSDOT and one copy should be available for all three (3) signatures required, and then kept as part of the project

*records.*

Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XIII. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works, approved or denied, and submitted to NYSDOT Construction for their concurrence at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement. Nassau County shall submit to NYSDOT Construction a copy of both letters, including the initial letter from the Contractor requesting an extension of time with specific reasons (such as weather, etc), as well as the letter from Nassau County acknowledging and approving the time request. The contractor's request for a time extension must be submitted to the County for a considerable period prior to the actual completion date - preferably at least one month.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any

such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence in this Contract, and that there will be on the part of the County considerable monetary damage in the event of any delay in the completion of the same. The sum of $1,500.00 per day is hereby agreed upon as the liquidated damages for each and every day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay. The party of the second part hereby agrees that the sum of $ * for each such day shall be deducted and retained out of monies which may become due hereunder. The County agrees that the date when such liquidated damages shall cease to accrue shall be the date of advise of completion as given by the Commissioner of Public Works, and waives the right of such liquidated damages as to the period covered by the final inspection and by notice to any parties interested. When work is stopped by order of the Commissioner of Public Works during the Winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

* LIQUIDATED DAMAGES, **$1,500.00** per day

ARTICLE XV. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract for all Municipalities, Municipal Sub-Divisions and FEE Owners of properties on which work is done.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public

Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract. In addition the bond forms are provided with the Contract Bid Documents and must be used, no other bond forms are acceptable. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. Attorneys in fact who sign contract bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

ARTICLE XVI. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XVII. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVIII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates and an updated Federal Davis Bacon Wage Rates for this Contract have been applied for and should be attached. The

Contractor shall pay the higher of the New York State Schedule of Prevailing Hourly Wage Rates or the Federal Davis Bacon Wage Rates. If the updated rates have not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the higher of the New York State Schedule of Prevailing Wage Rates or the Federal Davis Bacon Wage Rates shall apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

   c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records

and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application

for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to Nassau County, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP 21LL, Contractor Report of Contract Payments. These two forms must be printed from the EBO system and

included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor/s representative, payment procedures may begin.

f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.

h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin,age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

## PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

NEW YORK STATE
SCHEDULE OF PREVAILING HOURLY WAGE RATES

NO TEXT ON THIS PAGE

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Nassau County DPW

David Cotter, Traffic Engineer II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2022 through 2023
Date Requested 04/10/2023
PRC# 2023004065

Location Various
Project ID# 0761.67
Project Type This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system.

## PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

### Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

### Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

### Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

### Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

## Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

## Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

## Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

### Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

### Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

### Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Nassau County DPW

David Cotter, Traffic Engineer II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2022 through 2023
Date Requested 04/10/2023
PRC# 2023004065

Location Various
Project ID# 0761.67
Project Type This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system.

## Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

## Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

## Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

**Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations**
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## Budget Policy & Reporting Manual

# B-610

### Public Work Enforcement Fund

*effective date December 7, 2005*

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## 1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

## 2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

## 3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

## Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

| | |
|---|---|
| • **Civil Penalty** | First offense: Up to $2,500 per employee<br>Subsequent offense(s): Up to $5,000 per employee |
| • **Criminal Penalty** | First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.<br>Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years. |

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

New York State Department of Labor
Bureau of Public Work

# Attention Employees

## THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**

**https://dol.ny.gov/public-work-and-prevailing-wage**

If you feel that you have not received proper wages or benefits, please call our nearest office.*

| | | | |
|---|---|---|---|
| Albany | (518) 457-2744 | Patchogue | (631) 687-4882 |
| Binghamton | (607) 721-8005 | Rochester | (585) 258-4505 |
| Buffalo | (716) 847-7159 | Syracuse | (315) 428-4056 |
| Garden City | (516) 228-3915 | Utica | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh | (845) 568-5156 | | |

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

# Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

## The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

# Introduction to the Prevailing Rate Schedule

## Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

## Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

## Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

## Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

## Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

## Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

## Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

| Title (Trade) | Ratio |
|---|---|
| Boilermaker (Construction) | 1:1,1:4 |
| Boilermaker (Shop) | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential) | 1:1,1:3 |
| Electrical (Outside) Lineman | 1:1,1:2 |
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| Roofer | 1:1,1:2 |
| Sheet Metal Worker | 1:1,1:3 |
| Sprinkler Fitter | 1:1,1:2 |

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

| District Office Locations: | Telephone # | FAX # |
|---|---|---|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

## Nassau County General Construction

### Asbestos Worker — 04/01/2023

**JOB DESCRIPTION** Asbestos Worker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022

| | |
|---|---|
| Asbestos Worker<br>Removal & Abatement Only* | $ 44.00 |

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Asbestos Worker<br>Removal & Abatement Only | $ 8.70 |

**OVERTIME PAY**
See (B, B2, *E, J) on OVERTIME PAGE
*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 78% | 80% | 83% | 89% |

SUPPLEMENTAL BENEFIT
Per Hour:

| | |
|---|---|
| Apprentice<br>Removal & Abatement | $ 8.70 |

4-12a - Removal Only

### Boilermaker — 04/01/2023

**JOB DESCRIPTION** Boilermaker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**
Per Hour: 07/01/2022

| | |
|---|---|
| Boilermaker | $ 63.38 |
| Repairs & Renovations | 63.38 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Boilermaker | 32% of hourly |
| Repair $ Renovations | Wage Paid<br>+ $ 25.38 |

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

**OVERTIME PAY**
See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

**HOLIDAY**
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
|---|---|---|---|---|---|---|
| 65% | 70% | 75% | 80% | 85% | 90% | 95% |

Supplemental Benefits Per Hour:

| Apprentice(s) | 32% of Hourly Wage Paid Plus Amount Below |
|---|---|
| 1st Term | $ 19.41 |
| 2nd Term | 20.26 |
| 3rd Term | 21.11 |
| 4th Term | 21.96 |
| 5th Term | 22.82 |
| 6th Term | 23.68 |
| 7th Term | 24.52 |

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

## Broadband — 04/01/2023

**JOB DESCRIPTION** Broadband **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

| Per Hour: | 10/01/2022 | 06/15/2023 |
|---|---|---|
| Field Tech Install/Repair | $ 48.91 | $ 50.87 |

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| | $ 23.17 | $ 23.24 |

**OVERTIME PAY**
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

**HOLIDAY**
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

## Carpenter — 04/01/2023

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

| Per hour: | 07/01/2022 |
|---|---|
| Piledriver | $ 58.16 + 9.54* |
| Dockbuilder | $ 58.16 + 9.54* |

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker $ 44.54

**OVERTIME PAY**
See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour
(1)year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $24.60 + 5.05* | $30.20 + 5.05* | $38.58 + 5.05* | $46.97 + 5.05* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: $ 31.03

8-1556 Db

**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

Carpet/Resilient
Floor Coverer $ 55.05 + 8.25*
*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 39.40

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wage per hour - (1) year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 24.80 + 1.85* | $ 27.80 + 2.35* | $ 32.05 + 2.85* | $ 39.93 + 3.85* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 14.80 | $ 15.80 | $ 18.90 | $ 19.90 |

8-2287

**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per Hour: 07/01/2022

Marine Construction:

| | |
|---|---|
| Marine Diver | $ 73.03 |
| | + 9.54* |
| Marine Tender | $ 62.11 |
| | + 9.54* |

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Journeyworker | $ 44.54 |

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:
One (1) year terms.

| | |
|---|---|
| 1st year | $ 24.60 |
| | + 5.05* |
| 2nd year | 30.20 |
| | + 5.05* |
| 3rd year | 38.58 |
| | + 5.05* |
| 4th year | 56.97 |
| | + 5.05* |

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:

| | |
|---|---|
| All terms | $ 31.03 |

8-1456MC

**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

| | |
|---|---|
| Building | |
| Millwright | $ 57.80 |
| | + 12.62* |

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Millwright | $ 43.16 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour:
One (1) year terms:

| 1st. | 2nd. | 3rd. | 4th. |
|---|---|---|---|
| $31.24 | $36.69 | $42.14 | $53.04 |
| + 6.75* | + 7.92* | + 9.09* | + 11.43* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
One (1) year terms:

| 1st. | 2nd. | 3rd. | 4th. |
|---|---|---|---|
| $29.01 | $31.54 | $34.72 | $39.14 |

8-740.1

**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per Hour:

| | 07/01/2022 |
|---|---|
| Timberman | $ 53.05 |
| | + 10.01* |

*This portion not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | 07/01/2022 |
|---|---|
| | $ 43.75 |

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour:
One ( 1 ) year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $22.42 | $27.53 | $35.18 | $42.84 |
| + 5.30* | + 5.30* | + 5.30* | +5.30* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 30.74

8-1556 Tm

**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter
NCDPW PAEMENT MARKING
IMPROVEMTNS PHASE 14



**DISTRICT** 8
CONTRACT NO.: H62153-14G
PIN: 0761.67

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

| Per hour: | 07/01/2022 | 10/18/2022 |
|---|---|---|
| Core Drilling: | | |
| Driller | $ 42.27<br>+ 2.30* | $ 43.38<br>+ 2.50* |
| Driller Helper | 33.47<br>+ 2.30* | 34.47<br>+ 2.50* |

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional $ 3.00 per hour.

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | |
|---|---|---|
| Driller and Helper | $ 28.30 | $ 28.85 |

**OVERTIME PAY**
See (B, G, P) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

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**Carpenter** **04/01/2023**

**JOB DESCRIPTION** Carpenter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, New York, Putnam, Queens, Richmond

**PARTIAL COUNTIES**
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

**WAGES**

| Per hour: | 07/01/2022 |
|---|---|
| Show Exhibit | $ 55.00<br>+ 9.50** |
| Bldg. Carpenter* | $55.05<br>+ 8.25** |

* Not applicable in Putnam County
**This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Show Exhibit | $ 44.20 |
| Bldg. Carpenter | 39.40 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**
Wages per hour: Show Exhibit

(1) year terms:

| 1st. | 2nd. | 3rd. | 4th. |
|---|---|---|---|
| $22.00 | $27.50 | $35.75 | $44.00 |
| + 4.75* | + 4.75* | + 4.75* | + 4.75* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 30.25

Wages per hour: Bldg. Carpenter
(1) year terms:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $19.80 | $22.80 | $27.05 | $34.93 |
| + 1.85* | + 2.30* | + 2.80* | + 3.80* |

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $14.82 | $15.87 | $18.97 | $19.97 |

8-EXHIB

**Carpenter - Building / Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 12/01/2022 | 05/01/2023 |
|---|---|---|---|
| Carpenter (Building) | $ 50.16 | $ 50.87 | Additional $0.75/hr |
| Carpenter (Heavy Highway) | 50.16 | 50.87 | |

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted, you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Both Carpenter Categories | $ 33.58 | $ 33.58 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
One(1) Year Terms at the following :
Per Hour:

| 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|
| 07/01/2022 | | | | |

| | | | | |
|---|---|---|---|---|
| $ 24.70 | $ 29.02 | $ 31.18 | $ 33.35 | $ 37.67 |

12/01/2022

| | | | | |
|---|---|---|---|---|
| $ 25.05 | $ 29.45 | $ 31.64 | $ 33.84 | $ 38.24 |

Supplemental Benefits
Per Hour:

All Terms: $ 18.40

4-Reg.Council Nass/Suff

## Carpenter - Building High Rise Concrete Form Work — 04/01/2023

**JOB DESCRIPTION** Carpenter - Building High Rise Concrete Form Work **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**
Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

**WAGES**
Per hour: 07/01/2022
Building High Rise:

| | |
|---|---|
| Concrete Carpenter A | $ 51.48<br>+ 8.43** |
| Concrete Carpenter B* | $ 40.89<br>+ 1.85** |

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

**This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Concrete Carpenter A | $ 36.16 |
| Concrete Carpenter B | $ 16.05 |

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage per hour:

One (1) year terms:

| | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| Concrete Carpenter Apprentices | $ 18.27<br>+ .65* | $ 24.70<br>+ 1.78* | $ 31.28<br>+ 1.91* | $ 38.90<br>+ 2.06* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| | All Terms |
|---|---|
| Concrete Carpenter: Apprentices | $ 15.75 |

8-NYC Bldg/212

## Carpenter - Heavy&Highway — 04/01/2023

**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**
Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

**WAGES**
Per hour:

| | 07/01/2022 |
|---|---|
| Heavy & Highway | |
| Carpenter | $ 58.16 + 9.54* |

*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Heavy & Highway | |
| Carpenter | $ 44.54 |

**OVERTIME PAY**
See (B, E2, Q) on OVERTIME PAGE

**HOLIDAY**

| | |
|---|---|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6, 11, 13, 25) on HOLIDAY PAGE |
| Paid : for 1st & 2nd yr | |
| Apprentices | See (5, 6, 11, 13, 25) |

**REGISTERED APPRENTICES**
Wage per hour:
One (1) year terms:

| | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| Heavy & Highway | $ 24.60 + 5.05* | $ 30.20 + 5.05* | $ 38.58 + 5.05* | $ 46.97 + 5.05* |

*This portion is not subject to overtime premiums

Supplemental Benefits:
Per Hour:

| All terms |
|---|
| $ 31.03 |

8-NYC H/H

**Electrician** **04/01/2023**

**JOB DESCRIPTION** Electrician **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:

| | 07/01/2022 | 3/25/2023 |
|---|---|---|
| Electrician | | |
| Electrical Maintenance | $ 45.79 | $ 46.79 |
| Traffic Signal | 46.75 | 47.75 |

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Electrician | 13.5% of Hourly | 14% of Hourly |

Wage Paid + $21.79 Wage Paid + $22.73

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**
See (B, E2, K, P) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Term(s) at the following Percentage
of Journeyman(s) Wage:

| | |
|---|---|
| 1st 6mns | 40% |
| 2nd 6mns | 50% |
| 2nd year | 60% |
| 3rd year | 70% |
| 4th year | 80% |
| 5th year | 90% |

Supplemental Benefits:

| | 07/01/2022 | 3/25/2023 |
|---|---|---|
| 1st 6mns | 4.5% + $4.61 | 5% + $4.83 |
| 2nd 6mns | 9.5% + $5.36 | 10% + $5.64 |
| 2nd year | 10.5% + $6.65 | 11% + $6.99 |
| 3rd year | 11.5% + $8.76 | 12% + $9.21 |
| 4th year | 12.5% + $12.42 | 13% + $13.02 |
| 5th yea | 13.5% + $15.82 | 14% + $16.56 |

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

## Electrician — 04/01/2023

**JOB DESCRIPTION** Electrician **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour: 07/01/2022

| | |
|---|---|
| Tree Trimmer/Remover<br>Line Clearance Specialist | $ 37.74 |
| Groundman* | $22.64 |

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

**SUPPLEMENTAL BENEFITS**
Per Hour: 07/01/2022

| | |
|---|---|
| Tree Trimmer<br>Line Clearance Specialist<br>and Groundman | 5% of Hourly<br>Wage Paid +<br>$17.51 |

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

**OVERTIME PAY**
See (B, E, P, S) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

**JOB DESCRIPTION** Electrician **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 10/29/2022 | 04/29/2023 |
|---|---|---|---|
| Electrician/Wireman Inside/Outside | $ 56.50 | $ 57.50 | $ 59.50 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | | |
|---|---|---|---|
| Electrician/Wireman (all categories) | 16% of Hourly Wage Paid + $ 31.10 | 16% of Hourly Wage Paid + $ 31.95 | 16% of Hourly Wage Paid + $ 33.23 |

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

**OVERTIME PAY**
See (B, E, E2, Q, V) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Terms at the following Percentage of Journeyman(s) Wage:

Indentured Before 4/25/2020:

| | |
|---|---|
| 1st 6mnth | 35% |
| 2nd 6mnth | 35% |
| 2nd year | 40% |
| 3rd year | 45% |
| 4th year | 60% |
| 5th year | 75% |

Indentured After 4/25/2020 (6 month terms):

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| 35% | 35% | 37.5% | 40% | 42.5% | 45% | 50% | 55% | 65% | 75% |

Supplemental Benefits Per Hour:

| | 7/01/2022 | 10/29/2022 | 4/29/2023 |
|---|---|---|---|
| Indentured Before 4/25/2020: | | | |
| 1st 6 Months | 3% + $ 5.10 | 3% + $ 5.27 | 4% + $ 5.57 |
| 2nd 6 Months | 8% + $ 6.29 | 8% + $ 6.49 | 9% + $ 6.70 |
| 2nd Year | 9% + $ 7.51 | 9% + $ 7.65 | 10% + $ 7.94 |
| 3rd Year | 10% + $ 8.71 | 10% + $ 8.96 | 11% + $ 9.31 |
| 4th Year | 13% + $ 10.93 | 13% + $ 11.26 | 14% + $ 11.70 |
| 5th Year | 14% + $ 17.27 | 14% + $ 17.78 | 15% + $ 18.46 |
| Indentured After 4/25/2020 (6 month terms): | | | |
| 1st | 3% + $ 5.10 | 3% + $ 5.27 | 4% + $ 5.44 |
| 2nd | 8% + $ 6.29 | 8% + $ 6.49 | 9% + $ 6.70 |
| 3rd | 9% + $ 7.42 | 9% + $ 7.65 | 10% + $ 7.95 |
| 4th | 10% + $ 8.71 | 10% + $ 8.96 | 11% + $ 9.31 |
| 5th | 10% + $ 8.73 | 10% + $ 8.99 | 11% + $ 9.33 |
| 6th | 10% + $ 8.74 | 10% + $ 9.00 | 11% + $ 9.34 |
| 7th | 13% + $ 10.95 | 13% + $ 11.29 | 14% + $ 11.72 |
| 8th | 13% + $ 10.98 | 13% + $ 11.32 | 14% + $ 11.75 |
| 9th | 14% + $ 17.27 | 14% + $ 17.78 | 15% + $ 18.46 |
| 10th | 14% + $ 17.30 | 14% + $ 17.69 | 16% + $ 19.10 |

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

**JOB DESCRIPTION** Electrician

**DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 |
|---|---|
| Electrician | |
| Pump & Tank | $ 42.65 |

**SUPPLEMENTAL BENEFITS**

| Per Hour: | |
|---|---|
| Electrician | |
| Pump & Tank | 16% of *Wage paid + $22.35 |

*Wage Paid includes any and all Premiums

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

| | |
|---|---|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6, 16, 25) on HOLIDAY PAGE |

**REGISTERED APPRENTICES**
1 Year Terms at the Following:
Per Hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $15.90 | $16.90 | $17.90 | $18.90 | $25.59 | $29.86 |

SUPPLEMENTAL BENEFITS
Per Hour:

| | |
|---|---|
| 1st | 13% of *Wage paid + $5.40 |
| 2nd | 16% of *Wage paid + $5.90 |
| 3rd | 16% of *Wage paid + $6.15 |
| 4th | 16% 0f *Wage paid + $6.50 |
| 5th | 16% 0f *Wage paid + $18.22 |
| 6th | 16% of *Wage paid + $19.16 |

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician** **04/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 04/23/2023 |
|---|---|---|
| Telephone and Integrated Tele-Data System Electrician | $ 39.68 | $ 40.43 |

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| Tele-Data Electrician | 17.5% of Hourly Wage Paid + $21.39 | 18% of Hourly Wage Paid + $ 22.36 |
|---|---|---|

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

**Electrician Lineman** **04/01/2023**

**JOB DESCRIPTION** Electrician Lineman **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Queens, Suffolk

**WAGES**
For Utility Distribution & Transmission Line Construction:

| Per Hour: | 07/01/2022 | 4/02/2023 |
|---|---|---|
| Lineman/Splicer | $ 63.20 | $ 65.25 |
| Material Man | 54.98 | 56.77 |
| Heavy Equip. Operator | 50.56 | 52.20 |
| Groundman | 37.92 | 39.15 |
| Flagman | 28.44 | 29.36 |

For Natural Gasline Construction:

| Per Hour: | | |
|---|---|---|
| Journeyman U.G.Mech | 53.80 | 53.80 |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**
Per Hour:
Utility Distribution & Transmission Line Construction:

| | | |
|---|---|---|
| All Classifications | 32.75% of Hourly Wage Paid + $ 14.46 | 32.75% of Hourly Wage Paid + $ 15.04 |

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:
Per Hour:

| | | |
|---|---|---|
| Journeyman U.G.Mech. | 30.90 | 30.90 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.

**REGISTERED APPRENTICES**
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
|---|---|---|---|---|---|---|
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFIT:

| | | |
|---|---|---|
| All Terms | 31.75% of Hourly Wage Paid + $ 14.46 | 31.75% of Hourly Wage Paid + $ 15.04 |

4-1049 Line/Gas

**Elevator Constructor** **04/01/2023**

**JOB DESCRIPTION** Elevator Constructor **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**PARTIAL COUNTIES**
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**
Per hour:

| | 07/01/2022 | 03/17/2023 |
|---|---|---|
| Elevator Constructor | $ 75.14 | $ 77.49 |
| Modernization & Service/Repair | 59.09 | 60.89 |

Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE- In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 IS NOT SUBMITTED you will be liable for overtime payments for work over the allotted hours per day listed.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Elevator Constructor | $ 43.914 | $ 45.574 |
| Modernization & Service/Repairs | 42.787 | 44.412 |

**OVERTIME PAY**
Constructor See ( D, M, T ) on OVERTIME PAGE.

Modern/Service See ( B, F, S ) on OVERTIME PAGE.

**HOLIDAY**
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
WAGES PER HOUR:
*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

| 1st Term* | 2nd & 3rd Term* | 4th & 5th Term | 6th & 7th Term | 8th & 9th Term |
|---|---|---|---|---|
| 50% | 50% | 55% | 65% | 75% |

SUPPLEMENTAL BENEFITS

| Elevator Constructor | | |
|---|---|---|
| 1st Term | $ 0.00 | $ 0.00 |
| 2nd & 3rd Term | 34.772 | 36.024 |
| 4th & 5th Term | 35.606 | 36.943 |
| 6th & 7th Term | 37.052 | 38.448 |
| 8th & 9th Term | 38.497 | 39.953 |
| **Modernization & Service/Repair** | | |
| 1st Term | $ 0.00 | $ 0.00 |
| 2nd & 3rd Term | 34.672 | 35.694 |
| 4th & 5th Term | 35.195 | 36.525 |
| 6th & 7th Term | 36.571 | 37.948 |
| 8th & 9th Term | 37.938 | 39.38 |



**Glazier** **04/01/2023**

**JOB DESCRIPTION** Glazier **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

| Per hour: | 7/01/2022 | 11/01/2022 |
|---|---|---|
| Glazier | $ 59.59 | $ 60.34 |
| *Scaffolding | 61.55 | 62.55 |
| Glass Tinting & Window Film | 30.11 | 30.11 |
| **Repair & Maintenance | 30.11 | 30.11 |

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under $148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

| Per hour: | 7/01/2022 | 11/01/2022 |
|---|---|---|
| Journeyworker | $ 37.55 | $ 38.05 |
| Glass tinting & Window Film | 22.01 | 22.01 |
| Repair & Maintenance | 22.01 | 22.01 |

**OVERTIME PAY**
See (B,H,V) on OVERTIME PAGE.
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**
Wage per hour:
(1) year terms at the following wage rates:

| | 7/01/2022 | 11/01/2022 |
|---|---|---|
| 1st term | $ 21.15 | $ 21.45 |
| 2nd term | 29.07 | 29.45 |
| 3rd term | 35.20 | 35.65 |
| 4th term | 47.38 | 47.98 |
| Supplemental Benefits: (Per hour) | | |
| 1st term | $ 17.15 | $ 17.35 |
| 2nd term | 24.42 | 24.67 |
| 3rd term | 27.06 | 27.36 |
| 4th term | 32.15 | 32.55 |

8-1087 (DC9 NYC)

**Insulator - Heat & Frost** **04/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 06/01/2023 |
|---|---|---|
| Insulators Heat & Frost | $ 70.01 | Additional $ 1.10/Hr. |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Insulators | $ 35.16 |
| Heat & Frost | |

**OVERTIME PAY**
See (B, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages:
1 year terms.
Wages Per Hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 28.00 | $ 35.02 | $ 42.01 | $ 49.02 |

Supplemental Benefits:

| | | | |
|---|---|---|---|
| $ 14.06 | $ 17.59 | $ 21.10 | $ 24.62 |

4-12

**Ironworker** **04/01/2023**

**JOB DESCRIPTION** Ironworker **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per Hour:

| | 07/01/2022 | 01/01/2023 Additional |
|---|---|---|
| Stone Derrickmen Rigger | $ 72.26 | + $ 1.64 |
| Stone Handset Derrickman | 70.11 | + $ 1.11 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Stone Derrickmen Rigger | $ 42.10 |
| Stone Handset Derrickman | 42.09 |

**OVERTIME PAY**
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

**HOLIDAY**
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**
Wage per hour:

Stone Derrickmen Rigger:

| | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| 07/01/2022 | $ 35.58 | $ 50.89 | $ 56.71 | $ 62.48 |

Supplemental benefits:
Per hour:

| | | | | |
|---|---|---|---|---|
| 07/01/2022 | 21.61 | 31.97 | 31.97 | 31.97 |

Stone Handset:

1/2 year terms at the following hourly wage rate:

| | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| 07/01/2022 | 34.50 | 49.43 | 54.99 | 61.00 |

Supplemental benefits:
Per hour:

| | | | | |
|---|---|---|---|---|
| 07/01/2022 | 21.60 | 31.96 | 31.96 | 31.96 |

9-197D/R

**Ironworker** **04/01/2023**

**JOB DESCRIPTION** Ironworker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per Hour:

| | 07/01/2022 | 01/01/2023 |
|---|---|---|
| Ornamental | $ 46.65 | $ 46.90 |
| Chain Link Fence | 46.65 | 46.90 |
| Guide Rail | 46.65 | 46.90 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | |
|---|---|---|
| Journeyworker: | $ 62.04 | $ 63.04 |

**OVERTIME PAY**
See (B, B1, Q, V) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Apprentices Hired after 9/1/18:
1 year terms

| | 07/01/2022 | 01/01/2023 |
|---|---|---|
| 1st Term | $ 20.63 | $ 21.13 |
| 2nd Term | 24.22 | 24.77 |
| 3rd Term | 27.80 | 28.40 |
| 4th Term | 31.38 | 32.06 |

Supplemental Benefits per hour:

| | | |
|---|---|---|
| 1st Term | $ 17.90 | $ 17.90 |
| 2nd Term | 19.15 | 19.15 |
| 3rd Term | 20.41 | 20.41 |
| 4th Term | 21.67 | 21.67 |

4-580-Or

**Ironworker** **04/01/2023**

**JOB DESCRIPTION** Ironworker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
PER HOUR:

| | 07/01/2022 | 01/01/2023 |
|---|---|---|
| Ironworker: | | |
| Structural | $ 55.70 | $ 56.45 |
| Bridges | | |
| Machinery | | |

**SUPPLEMENTAL BENEFITS**
PER HOUR PAID:

| | | |
|---|---|---|
| Journeyman | $ 85.35 | $ 86.35 |

**OVERTIME PAY**
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
WAGES PER HOUR:

6 month terms at the following rate:

| | | |
|---|---|---|
| 1st | $ 28.97 | $ 29.35 |
| 2nd | 29.57 | 29.95 |
| 3rd - 6th | 30.18 | 30.56 |

Supplemental Benefits
PER HOUR PAID:

| | | |
|---|---|---|
| All Terms | $ 59.18 | $ 59.94 |

4-40/361-Str

## Ironworker — 04/01/2023

**JOB DESCRIPTION** Ironworker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

**WAGES**

| Per hour: | 07/01/2022 | 07/01/2023 |
|---|---|---|
| Reinforcing & Metal Lathing | $ 56.90 | Additional $ 1.50 |
| "Base" Wage | $ 55.20 plus $ 1.70 | |

"Base" Wage is used to calculate overtime hours only.

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Reinforcing & Metal Lathing | $ 41.18 |

**OVERTIME PAY**
See (B, E, Q, *X) on OVERTIME PAGE
*Only $23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

| | |
|---|---|
| Time & One Half | $ 47.68 |
| Double Time | $ 54.18 |

**HOLIDAY**

| | |
|---|---|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE |

*Note: Work performed after first 4 Hours.

**REGISTERED APPRENTICES**
(1) year terms at the following wage rates:

| 1st term | 2nd term | 3rd term | 4th Term |
|---|---|---|---|
| Wage Per Hour: | | | |
| $ 22.55 | $ 23.60 | $ 24.60 | $ 37.18 |
| "Base" Wage | | | |
| $ 21.00 plus $1.55 | $ 22.00 plus $1.60 | $ 23.00 plus $1.60 | $ 35.60 plus $1.58 |

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS
Per Hour:

| 1st term | 2nd term | 3rd term | 4th Term |
|---|---|---|---|

| | | | |
|---|---|---|---|
| $ 18.17 | $ 17.17 | $ 16.22 | $ 22.50 |

4-46Reinf

**Laborer - Building** **04/01/2023**

**JOB DESCRIPTION** Laborer - Building **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 07/01/2023 Additional |
|---|---|---|
| Building Laborer | $ 42.45 | $ 1.35 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Building Laborer | $ 31.21 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

**REGISTERED APPRENTICES**
Regular Hours Work Terms

| | |
|---|---|
| Term #1 | 1 hr to 1000hrs |
| Term #2 | 1001hrs to 2000hrs |
| Term #3 | 2001hrs to 3000hrs |
| Term #4 | 3001hrs to 4000hrs |

Wages per hour:

| | |
|---|---|
| 1st Term | $ 18.15 |
| 2nd Term | 22.50 |
| 3rd Term | 27.79 |
| 4th Term | 32.53 |

Benefits per hour

| | |
|---|---|
| 1st Term | $ 21.50 |
| 2nd Term | 23.29 |
| 3rd Term | 23.29 |
| 4th Term | 23.29 |

4-66

**Laborer - Building** **04/01/2023**

**JOB DESCRIPTION** Laborer - Building **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 01/02/2023 |
|---|---|---|
| Asbestos, Lead and Hazardous Material Abatement Laborer (Re-Roofing Removal See Roofer) NOTE: Asbestos removed from Mechanical Systems not to be scrapped See Asbestos Worker | $ 38.05 | $ 39.50* |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Laborer | $ 19.10 | $ 19.65 |

**OVERTIME PAY**
See (B, B2, I) on OVERTIME PAGE
*Calculate at $38.55 per hour then add $0.95

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
1000 hour terms at the following;
Per Hour:

| | | |
|---|---|---|
| 1st term | $ 20.00 | $ 20.50* |
| 2nd Term | 21.00 | 21.50** |
| 3rd Term | 24.00 | 24.50*** |
| 4th Term | 26.00 | 26.50**** |

SUPPLEMENTAL BENEFIT
Per Hour:

| | | |
|---|---|---|
| All Terms | $ 14.25 | $ 14.25 |

OVERTIME PAY:
*Calculate at $20.00 per hour then add $0.50
**Calculate at $21.00 per hour then add $0.50
***Calculate at $24.00 per hour then add $0.50
****Calculate at $26.00 per hour then add $0.50

4-NYDC(78)

**Laborer - Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(flaggers)

WAGES PER HOUR:

| | 07/01/2022 | 06/01/2023 |
|---|---|---|
| GROUP # 1 | | |
| Total Wage Paid | $ 58.44 | Additional |
| "Base Wage" | 49.93 | $ 2.55 |
| GROUP # 2 | | |
| Total Wage Paid | 56.97 | |
| "Base Wage" | 48.46 | |
| GROUP # 3 | | |
| Total Wage Paid | 52.50 | |
| "Base Wage" | 43.99 | |

NOTE: "Base Wage" for Premium/Overtime calculation Only. $8.51 is difference between "Base" and "Total".
Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

**SUPPLEMENTAL BENEFITS**
Per Hour:
ALL GROUPS $ 34.92

After Forty (40)paid hours in a work week
OVERTIME PAY 21.34

**OVERTIME PAY**
OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
Example Group# 3: $43.99 X Time and One Half = $65.99 + $8.51 = $74.50

**HOLIDAY**
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
1000 hour(s) Terms at the following Percentage of the "Base Wage" except 4th Term calculate at Total Wage Paid.

| | |
|---|---|
| 1st 0-1000/Hrs. | 60% |
| 2nd 1001-2000/Hrs. | 70% |
| 3rd 2001-3000/Hrs. | 80% |
| 4th 3001-4000/Hrs. | 90% |

Supplemental Benefits per hour:

| | |
|---|---|
| All APPRENTICES | $ 34.92 |
| After Forty(40) paid hours in a work Week | 21.34 |

4-1298

## Mason — 04/01/2023

**JOB DESCRIPTION** Mason **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 07/01/2023 Additional |
|---|---|---|
| Brick/Block Layer | $ 65.23 | $ 2.41 |
| Base Wage for OT Calculation | 54.18 | |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Brick/Block Layer | $ 30.60 |

**OVERTIME PAY**
See (A, E, E2, Q) on OVERTIME PAGE
Note: OT Calculated on Base Wage plus $ 11.10/hr.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus $ 6.35/hr.:

| 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|
| 50% | 60% | 70% | 80% | 90% |

Supplemental Benefits per hour:

| | |
|---|---|
| All Apprentices | $ 21.45 |

4-1Brk

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Nassau, Rockland, Suffolk, Westchester

**WAGES**

| Per hour: | 07/01/2022 | 12/05/2022 | 06/05/2023 Additional |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Tile Setters | $ 62.01 | $ 62.62 | $ 0.73 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| | $ 26.13* | $ 25.26* |
| | + $10.02 | + $10.03 |

* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage per hour:

(750 hour) term at the following wage rate:
Term:

| 1st 1-750 | 2nd 751-1500 | 3rd 1501-2250 | 4th 2251-3000 | 5th 3001-3750 | 6th 3751-4500 | 7th 4501-5250 | 8th 5251-6000 | 9th 6001-6750 | 10th 6501-7000 |
|---|---|---|---|---|---|---|---|---|---|
| 07/01/2022 | | | | | | | | | |
| $21.23 | $26.11 | $33.26 | $38.14 | $41.67 | $45.04 | $48.60 | $53.47 | $56.25 | $60.33 |
| 12/05/2022 | | | | | | | | | |
| $21.47 | $26.39 | $33.60 | $38.52 | $42.06 | $45.47 | $49.05 | $53.96 | $56.77 | $60.90 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| 07/01/2022 | | | | | | | | | |
| $12.55* +$.69 | $12.55* +$.74 | $15.16* +$.84 | $15.16* +$.88 | $16.75* +$1.28 | $18.30* +$1.33 | $19.35* +$1.70 | $19.40* +$1.75 | $17.45* +$5.90 | $22.80* +$6.42 |
| 12/05/2022 | | | | | | | | | |
| $12.55* +$.71 | $12.55* +$.76 | $15.16* +$.86 | $15.16* +$.90 | $16.16* +$1.32 | $17.66* +$1.37 | $18.66* +$1.76 | $18.66* +$1.81 | $16.66* +$5.96 | $21.91* +$6.51 |

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Building

| | 07/01/2022 |
|---|---|
| Wages per hour: | |
| Mosaic & Terrazzo Mechanic | $ 59.21 |
| Mosaic & Terrazzo Finisher | 57.60 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Mosaic & Terrazzo Mechanic | $ 26.21* + $11.73 |
| Mosaic & Terrazzo Finisher | $ 26.21* |

+ $11.72

*This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**
See (A, E, Q) on OVERTIME PAGE
07/01/2022- Deduct $7.00 from hourly wages before calculating overtime.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

**REGISTERED APPRENTICES**
Wages Per hour:

| 1st 0-1500 | 2nd 1501-3000 | 3rd 3001-3750 | 4th 3751-4500 | 5th 4501-5250 | 6th 5251-6000 |
|---|---|---|---|---|---|
| $ 22.82 | $ 29.34 | $ 31.32 | $ 36.55 | $ 41.77 | $ 46.99 |

Supplemental Benefits per hour:

| | | | | | |
|---|---|---|---|---|---|
| $4.62* +$6.56 | $5.94* +$8.43 | $15.73* +$11.24 | $18.35* +$13.11 | $20.97* +$14.99 | $23.59* +$16.85 |

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

Building-Marble Restoration:
Marble, Stone & $ 46.60

Terrazzo Polisher, etc

**SUPPLEMENTAL BENEFITS**
Per Hour:
Journeyworker:

Building-Marble Restoration:
Marble, Stone &
Polisher $ 29.77

**OVERTIME PAY**
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**
WAGES per hour:

900 hour term at the following wage:

| 1st 1-900 | 2nd 901-1800 | 3rd 1801-2700 | 4th 2701 |
|---|---|---|---|
| $ 32.61 | $ 37.28 | $ 41.94 | $ 46.60 |

Supplemental Benefits Per Hour:

| | | | |
|---|---|---|---|
| 27.07 | 27.97 | 28.87 | 29.77 |

9-7/24-MP

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**
Wages: 07/01/2022

Marble Cutters & Setters $ 62.17

**SUPPLEMENTAL BENEFITS**
Per Hour:

Journeyworker $ 38.27

**OVERTIME PAY**
See (B, E, Q, V) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage Per Hour:

750 hour terms at the following wage.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| 1-750 | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6751 | 6751-7500 |
| $ 24.88 | $ 27.97 | $ 31.08 | $ 34.17 | $ 37.29 | $ 40.39 | $ 43.51 | $ 46.61 | $ 52.82 | $ 59.05 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| $ 20.55 | $ 22.04 | $ 23.52 | $ 25.01 | $ 26.47 | $ 27.96 | $ 29.42 | $ 30.91 | $ 33.86 | $ 36.81 |

9-7/4

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Nassau, Rockland, Suffolk, Westchester

**WAGES**
Per hour:

| | 07/01/2022 | 12/05/2022 | 06/05/2023 |
|---|---|---|---|
| | | | Additional |
| Tile Finisher | $ 47.60 | $ 48.04 | $ 0.58 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| | $ 22.16* | $ 22.31* |
| | + $9.85 | + $9.85 |

*This portion of benefits subject to same premium rate as shown for overtime wages

**OVERTIME PAY**
See (B, E, Q, *V) on OVERTIME PAGE
*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

## Mason - Building — 04/01/2023

**JOB DESCRIPTION** Mason - Building **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

Marble, Stone, etc.
Maintenance Finishers: $ 27.01

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

**SUPPLEMENTAL BENEFITS**
Per Hour:

Marble, Stone, etc
Maintenance Finishers: $ 14.40

**OVERTIME PAY**
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

**HOLIDAY**
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**
WAGES per hour:

| | 07/01/2022 |
|---|---|
| 0-750 | $ 21.67 |
| 751-1500 | 22.38 |
| 1501-2250 | 23.10 |
| 2251-3000 | 23.80 |
| 3001-3750 | 24.87 |
| 3751-4500 | 26.29 |
| 4501+ | 27.01 |

Supplemental Benefits:
Per hour:

| | |
|---|---|
| 0-750 | 11.52 |
| 751-1500 | 11.90 |
| 1501-2250 | 12.29 |
| 2251-3000 | 12.67 |
| 3001-3750 | 13.25 |
| 3751-4500 | 14.01 |
| 4501+ | 14.40 |

9-7/24M-MF

## Mason - Building / Heavy&Highway — 04/01/2023

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

Marble-Finisher $ 48.97

**SUPPLEMENTAL BENEFITS**
Journeyworker:

per hour

Marble- Finisher $ 35.76

**OVERTIME PAY**
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

**HOLIDAY**
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

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**Mason - Building / Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022

Cement Mason $ 53.77

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Cement Mason | $ 34.16 |
| 1.5 X overtime rate | $ 61.70 |
| 2 X overtime rate | $ 68.32 |

**OVERTIME PAY**
See (B1, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
( 1 ) year terms at the following Percentage of Journeyworkers Wage.

| | |
|---|---|
| 1st Term | $ 19.92 |
| 2nd Term | $ 24.82 |
| 3rd Term | $ 30.22 |

Supplement Benefits per hour paid:

| | | 1.5X OT | 2X OT |
|---|---|---|---|
| 1st Term | $ 14.36 | $ 21.55 | $ 28.72 |
| 2nd Term | $ 14.66 | $ 22.00 | $ 29.32 |
| 3rd Term | $ 14.77 | $ 22.16 | $ 29.54 |

4-780

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**Mason - Building / Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.
Per Hour:

| | 07/01/2022 | 05/01/2023 Additional |
|---|---|---|
| Stone Setter | $ 69.72 | $ 2.17 |
| Base Rate | 52.06 | |
| Stone Tender | 52.12 | |
| Base Rate | 44.54 | |

**SUPPLEMENTAL BENEFITS**
Per Hour:

Stone Setter $ 37.07

Stone Tender 21.35

**OVERTIME PAY**
See (*C, **E, Q) on OVERTIME PAGE
Base Rates are use to Calculate Overtime Premiums then adding in:
$16.70/Hr. for Stone Setter and $7.58/Hr. for Stone Tender
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

**HOLIDAY**
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work first 1/2 of day

**REGISTERED APPRENTICES**
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus $8.16:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| 50% | 60% | 70% | 80% | 90% | 100% |

Supplemental Benefits:
All Apprentices $ 23.95

4-1Stn

## Mason - Heavy&Highway 04/01/2023

**JOB DESCRIPTION** Mason - Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022

Pointer, Caulkers & Cleaners $ 59.09

**SUPPLEMENTAL BENEFITS**
Per Hour:

Pointer, Cleaners & Caulkers $ 31.22

**OVERTIME PAY**
See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:

One (1) year terms at the following wage rates.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 29.86 | $ 33.74 | $ 39.02 | $ 47.05 |

Apprentices Supplemental Benefits:
(per hour paid)

| | | | |
|---|---|---|---|
| $ 15.30 | $ 19.85 | $ 23.60 | $ 24.60 |

4-1PCC

## Operating Engineer - Building 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Building **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

| | | 07/01/2022 |
|---|---|---|
| Class "AA" | | $ 87.04 |
| Cranes: | Boom length over 100 feet add | $ 1.00 |
| | Boom length over 150 feet add | $ 1.50 |
| | Boom length over 250 feet add | $ 2.50 |
| | Boom length over 350 feet add | $ 3.00 |
| Class "A" | | 72.61 |
| Add $3.50 for Hazardous Waste Work | | |
| Class "B" | | 68.95 |
| Add $2.50 for Hazardous Waste Work | | |
| Class "C" | | 66.53 |
| Add $1.50 for Hazardous Waste Work | | |
| Class "D" | | 50.70 |
| Add $1.00 for Hazardous Waste Work | | |
| Class "E" | | 48.25 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| All Classes | $ 39.80 |
| Overtime Rate | 35.60 |

**OVERTIME PAY**
See (D, O) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before
and day after Holiday to receive Holiday Pay.

**REGISTERED APPRENTICES**
One(1) Year Terms at the following Rate:

| | |
|---|---|
| 1st Term | $ 28.00 |
| 2nd Term | 29.00 |
| 3rd Term | 30.00 |

Supplemental Benefits per hour:

| | |
|---|---|
| All Apprentices | $ 15.64 |
| Overtime Rate | 5.60 |

4-138

## Operating Engineer - Building / Heavy&Highway — 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 08/01/2022 |
|---|---|---|
| Well Driller | $ 39.45 | $ 40.63 |
| Well Driller Helper | 34.17 | 34.17 |
| Hazardous Waste Differential Added to Hourly Wage: | | |
| Level A | $ 3.00 | $ 3.00 |
| Level B | 2.00 | 2.00 |
| Level C | 1.00 | 1.00 |
| Monitoring Well Work Add to Hourly Wage: | | |
| Level A | $ 3.00 | $ 3.00 |
| Level B | 2.00 | 2.00 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Well Driller & Helper | 10% of straight time rate plus $ 13.50 | 10% of straight time rate plus $ 13.50 |

Additional $ 4.25/Hr. for Premium Time Hours Worked

**OVERTIME PAY**
See (B2, P, S) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Apprentices at 12 Month Terms

Wages Per Hour:

| | | |
|---|---|---|
| 1st Term | $ 28.00 | $ 28.00 |
| 2nd Term | 29.00 | 29.00 |
| 3rd Term | 30.00 | 30.00 |

SUPPLEMENTAL BENEFITS
Per Hour:
All Terms 10% of Wage + $ 13.50

Additional $4.25/Hr. for premium time hours worked.

4-138well

**Operating Engineer - Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

CLASS "A":
ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":
Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

| | | 07/01/2022 |
|---|---|---|
| Class "AA" | | $ 86.25 |
| Cranes: | Boom Length over 100 feet add | $ 1.00 per hour |
| | Boom Length over 150 feet add | $ 1.50 per hour |
| | Boom Length over 250 feet add | $ 2.00 per hour |
| | Boom Length over 350 feet add | $ 3.00 per hour |
| Class "A" | | 76.52 |
| Add $3.50 for Hazardous Waste Work. | | |
| Class "B" | | 71.60 |
| Add $2.50 for Hazardous Waste Work. | | |
| Class "C" | | 69.06 |
| Add $1.50 for Hazardous Waste Work | | |
| Class "D" | | 52.88 |
| Add $1.00 for Hazardous Waste Work | | |

Class "E" 50.68

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

**SUPPLEMENTAL BENEFITS**
Per Hour:

ALL CLASSES $ 40.05

Note: OVERTIME AMOUNT 35.60

**OVERTIME PAY**
See (D, O) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

**REGISTERED APPRENTICES**
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term $ 28.00
2nd Term 29.00
3rd Term 30.00

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64
Note: Overtime Amount 5.60

4-138

## Operating Engineer - Heavy&Highway — 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2022
Heavy Highway/Building

Party Chief $ 74.47
Instrument Man 56.00
Rodman 47.55

**SUPPLEMENTAL BENEFITS**
Per Hour:

Heavy Highway/Building $ 39.39

Premium*:
Heavy Highway/Building 48.29

Premium**:
Heavy Highway/Building 58.09

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

**OVERTIME PAY**
See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

4-15D-N/S co.

## Operating Engineer - Marine Dredging — 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Marine Dredging **DISTRICT** 4

**ENTIRE COUNTIES**
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

| Per Hour: | 07/01/2022 | 10/01/2022 |
|---|---|---|
| CLASS A1<br>Deck Captain, Leverman<br>Mechanical Dredge Operator<br>Licensed Tug Operator 1000HP or more. | $ 42.66 | $ 43.94 |
| CLASS A2<br>Crane Operator (360 swing) | 38.02 | 39.16 |
| CLASS B<br>Dozer, Front Loader<br>Operator on Land | To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits. | |
| CLASS B1<br>Derrick Operator (180 swing)<br>Spider/Spill Barge Operator<br>Operator II, Fill Placer,<br>Engineer, Chief Mate, Electrician,<br>Chief Welder, Maintenance Engineer<br>Licensed Boat, Crew Boat Operator | 36.89 | 38.00 |
| CLASS B2<br>Certified Welder | 34.73 | 35.77 |
| CLASS C1<br>Drag Barge Operator,<br>Steward, Mate,<br>Assistant Fill Placer | 33.78 | 34.79 |
| CLASS C2<br>Boat Operator | 32.69 | 33.67 |
| CLASS D<br>Shoreman, Deckhand, Oiler,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor | 27.16 | 27.97 |

**SUPPLEMENTAL BENEFITS**
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | | |
|---|---|---|
| All Classes A & B | $ 11.40 plus 6%<br>of straight time<br>wage, Overtime hours<br>add $ 0.63 | $ 11.85 plus 6%<br>of straight time<br>wage, Overtime hours<br>add $ 0.63 |
| All Class C | $ 11.10 plus 6%<br>of straight time<br>wage, Overtime hours | $ 11.60 plus 6%<br>of straight time<br>wage, Overtime hours |

| | | |
|---|---|---|
| | add $ 0.48 | add $ 0.50 |
| All Class D | $ 10.80 plus 6% of straight time wage, Overtime hours add $ 0.33 | $ 11.35 plus 6% of straight time wage, Overtime hours add $ 0.38 |

**OVERTIME PAY**
See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

## Operating Engineer - Survey Crew - Consulting Engineer — 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

**WAGES**
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

| Per hour: Survey Classifications | 07/01/2022 |
|---|---|
| Party Chief | $ 46.44 |
| Instrument Man | 38.60 |
| Rodman | 33.64 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| All Crew Members: | $ 21.60 |

**OVERTIME PAY**
OVERTIME:.... See ( B, E*, Q, V ) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

## Operating Engineer - Trenchless Pipe Rehab — 04/01/2023

**JOB DESCRIPTION** Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

| | 07/01/2022 (SEE) |
|---|---|
| Robotic Unit Operator | Operator(class D) |
| Technician/Boiler, Generator | Operator(class D) |
| AM Liner/Hydra Seal | Laborer(Grp#3) |

Hobas Pipe, Polyethyene Pipe or
Pull and Inflate Liner — Laborer(Grp#3)

**OVERTIME PAY**

**HOLIDAY**

4-138TrchPReh

**Painter** — **04/01/2023**

**JOB DESCRIPTION** Painter — **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**
Per hour: 07/01/2022

| | |
|---|---|
| Brush | $ 51.45* |
| Abatement/Removal of lead based or lead containing paint on materials to be repainted. | 51.45* |
| Spray & Scaffold | $ 54.45* |
| Fire Escape | 54.45* |
| Decorator | 54.45* |
| Paperhanger/Wall Coverer | 53.83* |

*Subtract $ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Paperhanger | $ 33.15 |
| All others | 30.88 |
| Premium | 37.72** |

**Applies only to "All others" category, not paperhanger journeyworker.

**OVERTIME PAY**
See (A, H) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
One ( 1 ) year terms at the following wage rate.

| Per hour: | 07/01/2022 |
|---|---|
| Appr 1st term... | $ 19.95* |
| Appr 2nd term... | 25.56* |
| Appr 3rd term... | 31.00* |
| Appr 4th term... | 41.52* |

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour:

| | |
|---|---|
| Appr 1st term... | $ 15.22 |
| Appr 2nd term... | 18.90 |
| Appr 3rd term... | 21.81 |
| Appr 4th term... | 27.58 |

8-NYDC9-B/S

**Painter** — **04/01/2023**

**JOB DESCRIPTION** Painter — **DISTRICT** 8

**ENTIRE COUNTIES**
Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

**WAGES**

| Per hour: | 07/01/2022 |
|---|---|
| Drywall Taper | $ 51.45* |

*Subtract $ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Journeyman | $ 30.88 |

**OVERTIME PAY**
See (A, H) on OVERTIME PAGE

**HOLIDAY**

| Paid: | See (1) on HOLIDAY PAGE |
|---|---|
| Overtime: | See (5, 6, 16, 25) on HOLIDAY PAGE |

**REGISTERED APPRENTICES**
Wages - Per Hour:

1500 hour terms at the following wage rate:

| | |
|---|---|
| 1st term | $ 19.95* |
| 2nd term | 25.56* |
| 3rd term | 31.00* |
| 4th term | 41.52* |

*Subtract $ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

| | |
|---|---|
| 1st year | $ 15.22 |
| 2nd year | 18.90 |
| 3rd year | 21.81 |
| 4th year | 27.58 |

8-NYDCT9-DWT

## Painter — 04/01/2023

**JOB DESCRIPTION** Painter **DISTRICT** 8

**ENTIRE COUNTIES**
Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

**WAGES**

| Per hour: | 07/01/2022 |
|---|---|
| Drywall Taper | $ 55.10 |

**SUPPLEMENTAL BENEFITS**

| Per Hour: | |
|---|---|
| Journeyworker: | $ 23.88 |

**OVERTIME PAY**
See (A, H) on OVERTIME PAGE

**HOLIDAY**

| Paid: | See (1) on HOLIDAY PAGE |
|---|---|
| Overtime: | See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE |

**REGISTERED APPRENTICES**
Wage per hour:

| | |
|---|---|
| 1st term | $ 21.29 |
| 2nd term | 27.84 |
| 3rd term | 33.29 |
| 4th term | 44.20 |

Supplemental Benefits per hour:

| | |
|---|---|
| 1st term | $ 14.43 |
| 2nd term | 18.16 |
| 3rd term | 19.30 |
| 4th term | 21.59 |

8-NYC9-1974-DWT

**Painter - Bridge & Structural Steel** **04/01/2023**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel **DISTRICT** 8

**ENTIRE COUNTIES**
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**
Per Hour:
STEEL:

| Bridge Painting: | 07/01/2022 | 10/01/2022 |
|---|---|---|
| | $ 53.00 | $ 54.50 |
| | + 9.63* | + 10.10* |

ADDITIONAL $6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**
Per Hour:
Journeyworker:

| | | |
|---|---|---|
| | $ 10.90 | $ 11.78 |
| | + 30.60* | + 30.75* |

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**
See (B, F, R) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wage - Per hour:
Apprentices: (1) year terms

| | | |
|---|---|---|
| 1st year | $ 21.20 | $ 21.80 |

| | | |
|---|---|---|
| | + 3.86 | + 4.04 |
| 2nd year | $ 31.80 | $ 32.70 |
| | + 5.78 | + 6.06 |
| 3rd year | $ 42.40 | $ 43.60 |
| | + 7.70 | + 8.08 |
| Supplemental Benefits - Per hour: | | |
| 1st year | $ .25 | $ .25 |
| | + 12.24 | + 12.34 |
| 2nd year | $ 10.90 | $ 10.90 |
| | + 18.36 | + 18.51 |
| 3rd year | $ 10.90 | $ 10.90 |
| | + 24.48 | + 24.68 |

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping** **04/01/2023**

**JOB DESCRIPTION** Painter - Line Striping **DISTRICT** 8

**ENTIRE COUNTIES**
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**
Per hour:

| | 07/01/2022 |
|---|---|
| Painter (Striping-Highway): | |
| Striping-Machine Operator* | $ 31.53 |
| Linerman Thermoplastic | 38.34 |

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**
Per hour paid:
Journeyworker:

| | |
|---|---|
| Striping Machine Operator: | $ 10.03 |
| Linerman Thermoplastic: | 10.03 |

**OVERTIME PAY**
See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

| | |
|---|---|
| Paid: | See (5, 20) on HOLIDAY PAGE |
| Overtime: | See (5, 20) on HOLIDAY PAGE |

**REGISTERED APPRENTICES**
One (1) year terms at the following wage rates:

| | |
|---|---|
| 1st Term: | $ 15.00 |
| 2nd Term: | 18.92 |
| 3rd Term: | 25.22 |

Supplemental Benefits per hour:

| | |
|---|---|
| 1st term: | $ 9.16 |
| 2nd Term: | 10.03 |
| 3rd Term: | 10.03 |

**Painter - Metal Polisher** **04/01/2023**

**JOB DESCRIPTION** Painter - Metal Polisher **DISTRICT** 8

**ENTIRE COUNTIES**
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

| | 07/01/2022 |
|---|---|
| Metal Polisher | $ 37.78 |
| Metal Polisher* | 38.80 |
| Metal Polisher** | 41.78 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**
Per Hour: 07/01/2022

Journeyworker:
All classification $ 11.24

**OVERTIME PAY**
See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:
One (1) year term at the following wage rates:

| | 07/01/2022 |
|---|---|
| 1st year | $ 16.00 |
| 2nd year | 17.00 |
| 3rd year | 18.00 |
| 1st year* | $ 16.39 |
| 2nd year* | 17.44 |
| 3rd year* | 18.54 |
| 1st year** | $ 18.50 |
| 2nd year** | 19.50 |
| 3rd year** | 20.50 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

| | |
|---|---|
| 1st year | $ 7.99 |
| 2nd year | 7.99 |
| 3rd year | 7.99 |

8-8A/28A-MP

**Plasterer** **04/01/2023**

**JOB DESCRIPTION** Plasterer **DISTRICT** 9

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per hour:

Building:
Plasterer/Traditional & Spraying Fireproofing $ 51.00*

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker $ 23.15

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
*When calculating overtime pay, subtract $5.00 from wages.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages:
(per hour)
800 hours term:

| | |
|---|---|
| 1st term | $ 28.19 |
| 2nd term | 30.59 |
| 3rd term | 35.88 |
| 4th term | 38.43 |

Supplemental Benefits:
(per hour):
(800) hours term:

| | |
|---|---|
| 1st term | $ 14.70 |
| 2nd term | 15.60 |
| 3rd term | 17.43 |
| 4th term | 18.35 |

9-262

## Plumber — 04/01/2023

**JOB DESCRIPTION** Plumber **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 05/01/2023 |
|---|---|---|
| Plumber/ PUMP & TANK | $ 46.49 | $ 46.99 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | |
|---|---|---|
| Plumber | $ 33.64 | $ 35.39 |

**OVERTIME PAY**
See (B, B2, E2, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
One(1) Year Terms at the Following Percentage of Journeyman's wage:

| | |
|---|---|
| 1st Term | 30% |
| 2nd Term | 40% |
| 3rd Term | 50% |
| 4th Term | 60% |
| 5th Term | 70% |

Supplemental Benefits Per Hour:

| | | |
|---|---|---|
| 1st Term | $ 21.72 | $ 23.47 |

| | | |
|---|---|---|
| 2nd Term | 22.36 | 24.11 |
| 3rd Term | 23.43 | 24.93 |
| 4th Term | 23.56 | 25.31 |
| 5th Term | 26.79 | 28.54 |

4-200 Pump & Tank

**Plumber** **04/01/2023**

**JOB DESCRIPTION** Plumber **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour: | 07/01/2022 | 11/01/2022 | 05/01/2023 |
|---|---|---|---|
| Plumber | $ 55.48 | $ 56.48 | $ 57.23 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | | | |
|---|---|---|---|
| Plumber | $ 49.20 | $ 49.20 | $ 49.70 |

**OVERTIME PAY**
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
One(1) Year Terms at the following percentage of Plumbers Rate:

| 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|
| 30% | 40% | 50% | 60% | 70% |

Supplemental Benefits per hour:

| | 07/01/2022 | 11/01/2022 | 05/01/2023 |
|---|---|---|---|
| 1st Term | $ 34.52 | $ 34.52 | $ 35.02 |
| 2nd Term | 37.01 | 37.01 | 37.51 |
| 3rd Term | 38.53 | 38.53 | 39.03 |
| 4th Term | 40.18 | 40.18 | 40.68 |
| 5th Term | 41.91 | 40.91 | 42.41 |

4-200

**Plumber** **04/01/2023**

**JOB DESCRIPTION** Plumber **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:

| | 07/01/2022 |
|---|---|
| Plumber | |
| MAINTENANCE ONLY | $ 35.05 |

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Plumber | |
| Maintenance | $ 19.30 |

**OVERTIME PAY**
See (B, B2, J) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

**Roofer** **04/01/2023**

**JOB DESCRIPTION** Roofer **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**

| Per Hour | 07/01/2022 |
|---|---|
| ROOFER/Waterproofer | |
| Total Wage to be Paid | $ 52.75 |
| "Base" Wage | 46.75** |

**SUPPLEMENTAL BENEFITS**

| Per Hour: | |
|---|---|
| ROOFER/Waterproofer | $ 34.86 |

**OVERTIME PAY**
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
** Overtime Pay to be calculated on "BASE" Wage then add $6.00.
(Example: $46.75 x time and one half = $70.13 + $6.00 = $76.13)

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE
Note: Time and One Half the Hourly Base Rate + $6.00 if worked.

**REGISTERED APPRENTICES**
(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 40% | 50% | 70% | 80% + $ 4.80/Hr. |

Supplemental Benefits per hour:

| | |
|---|---|
| 1st Term | $ 9.94 |
| 2nd Term | 12.26 |
| 3rd Term | 24.60 |
| 4th Term | 28.02 |

4-154

**Sheetmetal Worker** **04/01/2023**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

| Per Hour: | 07/01/2022 |
|---|---|
| Sign Erector | $ 53.79 |

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS**

| Per Hour: | 07/01/2022 |
|---|---|
| Sign Erector | $ 53.33 |

**OVERTIME PAY**
See (A, F, S) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% |

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2022

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---|---|---|---|---|---|---|---|---|---|
| $ 14.34 | $ 16.26 | $ 18.17 | $ 20.10 | $ 28.02 | $ 30.47 | $ 33.72 | $ 36.27 | $ 38.77 | $ 41.29 |

4-137-SE

## Sheetmetal Worker — 04/01/2023

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022
Sheetmetal Worker $ 57.60
Temporary Operation or Maintenance of Fans 47.33

**SUPPLEMENTAL BENEFITS**
Per Hour:
Sheetmetal Worker $ 49.24
Maintenance Worker 49.24

**OVERTIME PAY**
See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Per Hour:Wages

Six(6) Month Terms As Follows:

| | |
|---|---|
| 1st & 2nd Term | $ 20.19 |
| 3rd & 4th Term | 25.96 |
| 5th & 6th Term | 31.71 |
| 7th & 8th Term | 40.37 |
| 9th Term | 46.10 |

Per Hour: Supplemental Benifits

| | |
|---|---|
| 1st & 2nd Term | $ 18.10 |
| 3rd & 4th Term | 24.79 |
| 5th & 6th Term | 29.25 |
| 7th & 8th Term | 35.90 |
| 9th Term | 40.37 |

4-28

## Steamfitter — 04/01/2023

**JOB DESCRIPTION** Steamfitter **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022

| | |
|---|---|
| AC Service/Heat Service & Refrigeration | $ 43.85 |

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

**SUPPLEMENTAL BENEFITS**
Per Hour Worked:

| | |
|---|---|
| AC Service/Heat Service | $ 19.96 |
| Per Hour Paid: | 16.45 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
1 year terms
Wages per hour:

| | |
|---|---|
| 1st Term | $ 21.23 |
| 2nd Term | 25.63 |
| 3rd Term | 29.85 |
| 4th Term | 36.05 |

| Benefits per hour Worked: | | Per Hour Paid: |
|---|---|---|
| 1st Term | $ 13.29 | $ 9.78 |
| 2nd Term | 14.57 | 11.06 |
| 3rd Term | 15.91 | 12.40 |
| 4th Term | 17.72 | 14.21 |

4-638B-StmFtrRef

**Steamfitter** **04/01/2023**

**JOB DESCRIPTION** Steamfitter **DISTRICT** 4

**ENTIRE COUNTIES**
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**
Per Hour: 07/01/2022

| | |
|---|---|
| Sprinkler/Steam AC/Heat Fitter | $ 68.61 |
| Temporary Heat & AC Fitter | 52.16 |

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Sprinkler/Steam Fitter | $ 52.74 |
| Temporary Heat & AC Fitter | 43.29 |

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

**OVERTIME PAY**
Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays on Fire Protection/Sprinkler contracts under $3,000,000.00 and HVAC/Mechanical contracts under $30,000,000.00:

| | | |
|---|---|---|
| Sprinkler/Steam | Wages $ 137.22 | Benefit $ 103.50 |
| Temp Heat/AC | Wages $ 104.32 | Benefit $ 84.60 |

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
1 year Terms at the Following:

WAGES per hour:

| 1st Term | 2nd Term | 3rd Term | 4th Term | 5th Term |
|---|---|---|---|---|
| $ 27.48 | $ 34.34 | $ 41.19 | $ 48.05 | $ 54.90 |

SUPPLEMENTAL BENEFIT per hour:

| 1st Term | 2nd Term | 3rd Term | 4th Term | 5th Term |
|---|---|---|---|---|
| $ 21.60 | $ 26.80 | $ 31.98 | $ 37.18 | $ 42.36 |

Premium Time Amounts:

| | | | | |
|---|---|---|---|---|
| 41.52 | 51.86 | 62.18 | 75.52 | 82.84 |

4-638A-StmSpFtr

## Teamster - Asphalt Delivery — 04/01/2023

**JOB DESCRIPTION** Teamster - Asphalt Delivery **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

| | 07/01/2022 |
|---|---|
| Asphalt Delivery | $ 41.255 |

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

| | |
|---|---|
| Asphalt Delivery | $ 35.99 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

Heavy Construction Work
TRUCK DRIVER

| | |
|---|---|
| Asphalt Delivery | $ 50.3125 |

Light Construction Work
TRUCK DRIVER

| | |
|---|---|
| Asphalt Delivery | $ 13.05 |

**OVERTIME PAY**
See (B, *B2, E, **I, P, R, T, ***U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

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## Teamster - Building — 04/01/2023

**JOB DESCRIPTION** Teamster - Building **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:
Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

| | 07/01/2022 |
|---|---|
| Trailers | $ 35.77 |
| Straight Jobs | $ 35.47 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

All Classifications

$ 38.85

**OVERTIME PAY**
See (B, E, S1) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

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## Teamster - Delivery of Concrete — 04/01/2023

**JOB DESCRIPTION** Teamster - Delivery of Concrete **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:

Heavy Construction Work:
Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

| | 07/01/2022 |
|---|---|
| Concrete Delivery | $ 40.005 |

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

| | |
|---|---|
| Concrete Delivery | 36.815 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Heavy Construction Work | |
| Concrete Delivery | $ 45.475 |
| Light Construction Work | |
| Concrete Delivery | 15.355 |

**OVERTIME PAY**
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

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**Teamster - Heavy&Highway** **04/01/2023**

**JOB DESCRIPTION** Teamster - Heavy&Highway **DISTRICT** 4

**ENTIRE COUNTIES**
Nassau, Suffolk

**WAGES**
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

| | 07/01/2022 |
|---|---|
| Site Excavating (Chauffeurs) | $ 41.255 |

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

| | |
|---|---|
| Site Excavating (Chauffeurs) | $ 35.99 |

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Heavy Construction Work Chauffeurs | $ 50.3125 |
| Light Construction Work Chauffeurs | $ 13.05 |

**OVERTIME PAY**
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

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**Welder** **04/01/2023**

**JOB DESCRIPTION** Welder **DISTRICT** 1

**ENTIRE COUNTIES**
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**
Per hour 07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

| | |
|---|---|
| ( AA ) | Time and one half of the hourly rate after 7 and one half hours per day |
| ( A ) | Time and one half of the hourly rate after 7 hours per day |
| ( B ) | Time and one half of the hourly rate after 8 hours per day |
| ( B1 ) | Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours |
| ( B2 ) | Time and one half of the hourly rate after 40 hours per week |
| ( C ) | Double the hourly rate after 7 hours per day |
| ( C1 ) | Double the hourly rate after 7 and one half hours per day |
| ( D ) | Double the hourly rate after 8 hours per day |
| ( D1 ) | Double the hourly rate after 9 hours per day |
| ( E ) | Time and one half of the hourly rate on Saturday |
| ( E1 ) | Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours |
| ( E2 ) | Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E3 ) | Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week |
| ( E4 ) | Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E5 ) | Double time after 8 hours on Saturdays |
| ( F ) | Time and one half of the hourly rate on Saturday and Sunday |
| ( G ) | Time and one half of the hourly rate on Saturday and Holidays |
| ( H ) | Time and one half of the hourly rate on Saturday, Sunday, and Holidays |
| ( I ) | Time and one half of the hourly rate on Sunday |
| ( J ) | Time and one half of the hourly rate on Sunday and Holidays |
| ( K ) | Time and one half of the hourly rate on Holidays |
| ( L ) | Double the hourly rate on Saturday |
| ( M ) | Double the hourly rate on Saturday and Sunday |
| ( N ) | Double the hourly rate on Saturday and Holidays |
| ( O ) | Double the hourly rate on Saturday, Sunday, and Holidays |
| ( P ) | Double the hourly rate on Sunday |
| ( Q ) | Double the hourly rate on Sunday and Holidays |
| ( R ) | Double the hourly rate on Holidays |
| ( S ) | Two and one half times the hourly rate for Holidays |

( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

( T ) Triple the hourly rate for Holidays

( U ) Four times the hourly rate for Holidays

( V ) Including benefits at SAME PREMIUM as shown for overtime

( W ) Time and one half for benefits on all overtime hours.

( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

| | |
|---|---|
| ( 1 ) | None |
| ( 2 ) | Labor Day |
| ( 3 ) | Memorial Day and Labor Day |
| ( 4 ) | Memorial Day and July 4th |
| ( 5 ) | Memorial Day, July 4th, and Labor Day |
| ( 6 ) | New Year's, Thanksgiving, and Christmas |
| ( 7 ) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| ( 8 ) | Good Friday |
| ( 9 ) | Lincoln's Birthday |
| ( 10 ) | Washington's Birthday |
| ( 11 ) | Columbus Day |
| ( 12 ) | Election Day |
| ( 13 ) | Presidential Election Day |
| ( 14 ) | 1/2 Day on Presidential Election Day |
| ( 15 ) | Veterans Day |
| ( 16 ) | Day after Thanksgiving |
| ( 17 ) | July 4th |
| ( 18 ) | 1/2 Day before Christmas |
| ( 19 ) | 1/2 Day before New Years |
| ( 20 ) | Thanksgiving |
| ( 21 ) | New Year's Day |
| ( 22 ) | Christmas |
| ( 23 ) | Day before Christmas |
| ( 24 ) | Day before New Year's |
| ( 25 ) | Presidents' Day |
| ( 26 ) | Martin Luther King, Jr. Day |
| ( 27 ) | Memorial Day |
| ( 28 ) | Easter Sunday |

( 29 ) Juneteenth

**New York State Department of Labor - Bureau of Public Work**
**State Office Building Campus**
**Building 12 - Room 130**
**Albany, New York 12240**

# REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

## A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

## B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

**Signature**

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

# LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

## NYSDOL Bureau of Public Work Debarment List 04/03/2023

### Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|---|---|---|---|---|---|---|---|
| DOL | DOL | *****5754 | 0369 CONTRACTORS, LLC | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | *****4018 | ADIRONDACK BUILDING RESTORATION INC. | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | AG | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | DOL | *****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | | AGOSTINHO TOME | | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | NYC | | ALL COUNTY SEWER & DRAIN, INC. | | 7 GREENFIELD DR WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | NYC | | AMJED PARVEZ | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | ANGELO GARCIA | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | | ANGELO TONDO | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | ANITA SALERNO | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | *****4231 | ANKER'S ELECTRIC SERVICE, INC. | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | | ANTONIO ESTIVEZ | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | NYC | | ARADCO CONSTRUCTION CORP | | 115-46 132RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | *****2591 | AVI 212 INC. | | 260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | NYC | | AVM CONSTRUCTION CORP | | 117-72 123RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****8421 | B & B DRYWALL, INC | | 206 WARREN AVE APT 1WHITE PLAINS NY 10603 | 12/14/2021 | 12/14/2026 |
| DOL | NYC | | BALWINDER SINGH | | 421 HUDSON ST SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | NYC | *****8416 | BEAM CONSTRUCTION, INC. | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | DOL | | BERNARD BEGLEY | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | NYC | *****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | BIAGIO CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3627 | BJB CONSTRUCTION CORP. | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | DOL | *****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BOGDAN MARKOVSKI | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | | BRADLEY J SCHUKA | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | | BRUCE P. NASH JR. | | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****4083 | C.P.D. ENTERPRISES, INC | | P.O BOX 281 WALDEN NY 12586 | 03/03/2020 | 03/03/2025 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DOL | DOL | *****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | *****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | | CANTISANI & ASSOCIATES LTD | | 442 ARMONK RD MOUNT KISCSO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CANTISANI HOLDING LLC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMEN RACHETTA | | 8531 OSWEGO RD BALDWINSVILLE NY 13027 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****3812 | CARMODY "2" INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****1143 | CARMODY BUILDING CORP | CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP. | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY CONCRETE CORPORATION | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY ENTERPRISES, LTD. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY INC | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3812 | CARMODY INDUSTRIES INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MAINTENANCE CORPORATION | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MASONRY CORP | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | AG | *****7247 | CENTURY CONCRETE CORP | | 2375 RAYNOR ST RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0026 | CHANTICLEER CONSTRUCTION LLC | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | NYC | | CHARLES ZAHRADKA | | 863 WASHINGTON STREET FRANKLIN SQUARE NY 11010 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | | CHRISTOPHER GRECO | | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | | CHRISTOPHER J MAINI | | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****1927 | CONSTRUCTION PARTS WAREHOUSE, INC. | CPW | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | CRAIG JOHANSEN | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | *****3228 | CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC. | ROCKLAND TREE SERVICE | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | *****2524 | CSI ELECTRICAL & MECHANICAL INC | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | DOL | *****7619 | DANCO CONSTRUCTION UNLIMITED INC. | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | | DANIEL ROBERT MCNALLY | | 7 GREENFIELD DRIVE WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | NYC | | DAVID WEINER | | 14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | DELPHI PAINTING & DECORATING CO INC | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | AG | | EDWIN HUTZLER | | 23 NORTH HOWELLS RD BELLPORT NY 11713 | 08/04/2021 | 08/04/2026 |
| DOL | DA | | EDWIN HUTZLER | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |

## NYSDOL Bureau of Public Work Debarment List 04/03/2023

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|---|---|---|---|---|---|---|---|
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2024 |
| DOL | DOL | | FAIGY LOWINGER | | 11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | | FRANK BENEDETTO | | 19 CATLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND CHRISTOPHER J MAINI | B & M CONCRETE | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DA | | FREDERICK HUTZLER | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | NYC | *****6616 | G & G MECHANICAL ENTERPRISES, LLC. | | 1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | GABRIEL FRASSETTI | | | 04/10/2019 | 04/10/2024 |
| DOL | NYC | | GAYATRI MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | GEOFF CORLETT | | 415 FLAGGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GIGI SCHNECKENBURGER | | 261 MILL RD EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | *****3164 | GLOBE GATES INC | GLOBAL OVERHEAD DOORS | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | DOL | | HANS RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****5131 | INTEGRITY MASONRY, INC. | M&R CONCRETE | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | IRENE KASELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION CORP. | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | DOL | | J.M.J CONSTRUCTION | | 151 OSTRANDER AVENUE SYRACUSE NY 13205 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/12/2022 | 12/12/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JAMES C. DELGIACCO | | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | JAMES J. BAKER | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | | JAMES LIACONE | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | JAMES RACHEL | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****7993 | JBS DIRT, INC. | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |

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|---|---|---|---|---|---|---|---|
| DOL | DOL | *****5368 | JCH MASONRY & LANDSCAPING INC. | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****2435 | JEFFEL D. JOHNSON | JMJ7 AND SON | 5553 CAIRNSTRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION | | C2 EVERGREEN CIRCLE LIVERPOOL NY 13090 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | *****2435 | JEFFREY M. JOHNSON | JMJ7 AND SON | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | NYC | | JENNIFER GUERRERO | | 1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | JIM PLAUGHER | | 17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | JMJ7 & SON CONSTRUCTION, LLC | | 5553 CAIRNS TRAIL LIVERPOOL NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 AND SONS CONTRACTORS | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS | | 7014 13TH AVENUE BROOKLYN NY 11228 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS AND SONS | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS, LLC | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JOHN GOCEK | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | JOHN LUCIANO | | | 05/14/2018 | 05/14/2023 |
| DOL | DOL | | JOHN MARKOVIC | | 47 MANDON TERRACE HAWTHORN NJ 07506 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | | JOHN WASE | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL RD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | JORGE RAMOS | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | JORI PEDERSEN | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | | JOSE CHUCHUCA | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | JOY MARTIN | | 2404 DELAWARE AVE NIGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | | KARIN MANGIN | | 796 PHELPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | DOL | | KATE E. CONNOR | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | | KIMBERLY F. BAKER | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****3490 | L & M CONSTRUCTION/DRYWALL INC. | | 1079 YONKERS AVE YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |

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|---|---|---|---|---|---|---|---|
| DOL | DA | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | AG | *****3291 | LINTECH ELECTRIC, INC. | | 3006 TILDEN AVE BROOKLYN NY 11226 | 02/16/2022 | 02/16/2027 |
| DOL | DA | *****4460 | LONG ISLAND GLASS & STOREFRONTS, LLC | | 4 MANHASSET TRL RIDGE NY 11961 | 09/06/2018 | 09/06/2023 |
| DOL | DOL | | LOUIS A. CALICCHIA | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | LUBOMIR PETER SVOBODA | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | NYC | | M & L STEEL & ORNAMENTAL IRON CORP. | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | DOL | *****2196 | MAINSTREAM SPECIALTIES, INC. | | 11 OLD TOWN RD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MAREK FABIJANOWSKI | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | NYC | | MARIA NUBILE | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | | MASONRY CONSTRUCTION, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3333 | MASONRY INDUSTRIES, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | NYC | | MATINA KARAGIANNIS | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2023 |
| DOL | DOL | | MATTHEW P. KILGORE | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | DOL | | MAURICE GAWENO | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | MICHAEL LENIHAN | | 1079 YONKERS AVE UNIT 4YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL CORPORATION | | 704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751 | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC. | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC. | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | NYC | | MUHAMMED A. HASHEM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | NAMOW, INC. | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | DA | *****9786 | NATIONAL INSULATION & GC CORP | | 180 MILLER PLACE HICKSVILLE NY 11801 | 12/12/2018 | 12/12/2023 |
| DOL | DOL | *****3684 | NATIONAL LAWN SPRINKLERS, INC. | | 645 N BROADWAY WHITE PLAINS NY 10603 | 05/14/2018 | 05/14/2023 |
| DOL | NYC | | NAVIT SINGH | | 402 JERICHO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR | BESTUCCO CONSTRUCTION, INC. | 444 SCHANTZ ROAD ALLENTOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | *****5643 | NYC LINE CONTRACTORS, INC. | | 402 JERICHO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |

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|---|---|---|---|---|---|---|---|
| DOL | DOL | | PAULINE CHAHALES | | 935 S LAKE BLVD MAHOPAC NY 10541 | 03/02/2021 | 03/02/2026 |
| DOL | DOL | | PETER STEVENS | | 11 OLD TOWN ROAD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DOL | | PETER STEVENS | | 8269 21ST ST BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES, INC. | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | | RASHEL CONSTRUCTION CORP | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL CONTRACTORS, INC. | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP. | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 07/11/2022 | 07/11/2027 |
| DOL | DA | *****7559 | REGAL CONTRACTING INC. | | 24 WOODBINE AVE NORTHPORT NY 11768 | 10/01/2020 | 10/01/2025 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION | | 107 WILLOW WOOD LANE CAMILLUS NY 13031 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | RICHARD MACONE | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | RICHARD REGGIO | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN | RICH T CONSTRUCTION | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | ROBBYE BISSESAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT A. VALERINO | | 3841 LANYARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | ROBERT BRUNO | | 5 MORNINGSIDE DRIVE AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | RODERICK PUGH | | 404 OAK ST SUITE 101SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****4880 | RODERICK PUGH CONSTRUCTION INC. | | 404 OAK ST SUITE 101SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 07/11/2022 | 07/11/2027 |
| DOL | DOL | | RONALD MESSEN | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | ROSEANNE CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****7172 | RZ & AL INC. | | 198 RIDGE AVENUE VALLEY STREAM NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****1365 | S & L PAINTING, INC. | | 11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****7730 | S C MARTIN GROUP INC. | | 2404 DELAWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | SAL FRESINA MASONRY CONTRACTORS, INC. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SAL MASONRY CONTRACTORS, INC. | | (SEE COMMENTS) SYRACUSE NY 13202 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****9874 | SALFREE ENTERPRISES INC | | P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SALVATORE A FRESINA A/K/A SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC | | 168-42 88TH AVENUE APT.1 AJAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | *****1130 | SCANA CONSTRUCTION CORP. | | 863 WASHINGTON STREET FRANKLIN SQUARE NY 11010 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | *****2045 | SCOTT DUFFIE | DUFFIE'S ELECTRIC, INC. | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | SCOTT DUFFIE | | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |

## NYSDOL Bureau of Public Work Debarment List 04/03/2023

### Article 8

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION CORP. | | 421 HUDSON STREET SUITE C6NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | DOL | | SHANE NOLAN | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | SHULEM LOWINGER | | 11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****0816 | SOLAR ARRAY SOLUTIONS, LLC | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****0440 | SOLAR GUYS INC. | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | | SOMATIE RAMSUNAHAI | | 115-46 132ND ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3661 | SPANIER BUILDING MAINTENANCE CORP | | 200 OAK DRIVE SYOSSET NY 11791 | 03/14/2022 | 03/14/2027 |
| DOL | DOL | | STANADOS KALOGELAS | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL CONTRACTORS, INC. | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9528 | STEEL-IT, LLC. | | 17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR. | | 256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | STEVE TATE | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | | STEVEN MARTIN | | 2404 DELWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****3800 | SUBURBAN RESTORATION CO. INC. | | 5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP, LLC | | 370 W. PLEASANTVIEW AVE SUITE 2,329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****9150 | SURGE INC. | | 8269 21ST STREET BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | SYED RAZA | | 198 RIDGE AVENUE NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6209 | SYRACUSE SCALES, INC. | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****9733 | TERSAL CONSTRUCTION SERVICES INC | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL CONTRACTORS, INC. | | 221 GARDNER RD P.O BOX 14POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL DEVELOPMENT CORP. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TEST | | P.O BOX 123 ALBANY NY 12204 | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****6789 | TEST1000 | | P.O BOX 123 ALBANY NY 12044 | 03/01/2021 | 03/01/2026 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATIO N | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATIO N | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DA | *****4106 | TRIPLE H CONCRETE CORP | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6392 | V.M.K CORP. | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHLEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DOL | NYC | *****2426 | VICKRAM MANGRU | VICK CONSTRUCTION | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | VICKRAM MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | VICTOR ALICANTI | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | NYC | | VIKTAR PATONICH | | 2630 CROPSEY AVE BROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | *****3296 | WESTERN NEW YORK CONTRACTORS, INC. | | 3841 LAYNARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | WHITE PLAINS CARPENTRY CORP | | 442 ARMONK RD | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | WILLIAM G. PROERFRIEDT | | 85 SPRUCEWOOD ROAD WEST BABYLON NY 11704 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****5924 | WILLIAM G. PROPHY, LLC | WGP CONTRACTING, INC. | 54 PENTAQUIT AVE BAYSHORE NY 11706 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC | TDI GOLF | 415 GLAGE AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |

Davis Bacon
FEDERAL WAGE RATES

NO TEXT ON THIS PAGE

"General Decision Number: NY20230012 04/14/2023

Superseded General Decision Number: NY20220012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2023 |
| 1 | 01/13/2023 |
| 2 | 02/24/2023 |
| 3 | 04/07/2023 |
| 4 | 04/14/2023 |

ASBE0012-001 06/01/2022

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator<br>Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems | $ 70.01 | 35.16 |
| HAZARDOUS MATERIAL HANDLER | $ 40.50 | 15.95 |

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BOIL0005-001 01/01/2021

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 63.38 | 33%+47.22+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2022

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 65.53 | 31.60 |
| MASON - STONE | $ 69.72 | 38.67 |

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CARP0290-001 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Carpenters:<br>Building<br>Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway) | $ 52.50 | 46.28 |
| Nassau County (Remainder of County) and Suffolk County | $ 50.16 | 33.48 |
| Heavy & Highway | $ 50.16 | 33.48 |
| Residential | $ 32.63 | 21.83 |

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CARP0740-001 07/01/2022

| | Rates | Fringes |
|---|---|---|
| MILLWRIGHT | $ 57.80 | 55.96 |

CARP1556-008 07/01/2022

| | Rates | Fringes |
|---|---|---|
| Carpenters: | | |
| DIVERS TENDERS | $ 52.57 | 53.56 |
| DIVERS | $ 73.03 | 53.56 |
| DOCKBUILDERS | $ 58.16 | 53.56 |
| PILEDRIVERMAN | $ 58.16 | 53.56 |

CARP1556-011 07/01/2022

| | Rates | Fringes |
|---|---|---|
| Carpenters: | | |
| TIMBERMEN | $ 53.05 | 53.94 |

CARP2287-003 07/01/2022

| | Rates | Fringes |
|---|---|---|
| CARPENTER | | |
| Soft Floor Layers | $ 55.05 | 47.83 |

ELEC0025-001 10/29/2022

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 57.50 | 17%+31.95 |

* ELEC0025-002 03/25/2023

| | Rates | Fringes |
|---|---|---|
| Electricians: | | |
| Maintenance Unit | $ 46.79 | 14%+22.63 |
| Telephone Unit | $ 39.68 | 17.50%+21.39 |
| Wiring for single or multiple family dwellings and apartments up to and including 3 stories | $ 37.25 | 13%+18.92 |

ELEC1049-002 04/03/2022

| | Rates | Fringes |
|---|---|---|
| Line Construction: | | |
| Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground | | |

transmission/distribution
line work. Fiber optic,
telephone cable and
equipment;
Groundman.....$ 37.92 26.49
Heavy Equipment Operator...$ 50.56 30.51
Lineman & Cable Splicer....$ 63.20 34.52
Material Man.....$ 54.98 31.91

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ELEV0001-002 03/17/2022

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | | |
| Elevator Constructor | $ 75.14 | 47.446+a+b |
| Modernization and Repair | $ 59.09 | 45.564+a+b |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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ENGI0138-001 06/01/2022

BUILDING CONSTRUCTION

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 72.61 | 38.80+a |
| GROUP 2 | $ 68.95 | 38.80+a |
| GROUP 3 | $ 66.53 | 38.80+a |
| GROUP 4 | $ 50.70 | 38.80+a |
| GROUP 5 | $ 48.55 | 38.80+a |

NOTES:

Hazmat premiums:

| | |
|---|---|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |
| Level D | 1.00 |

Oiler on truck cranes with boom length of 100 ft. or more
.25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of

Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Indpendence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piller 225 and lomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket) cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), mechanic, power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Comrpessor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

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ENGI0138-002 06/01/2022

HEAVY & HIGHWAY

| | Rates | Fringes |
|---|---|---|
| Power equipment operators: | | |
| GROUP 1 | $ 76.52 | 39.05+a |
| GROUP 2 | $ 71.60 | 39.05+a |
| GROUP 3 | $ 69.09 | 39.05+a |
| GROUP 4 | $ 52.88 | 39.05+a |
| GROUP 5 | $ 50.68 | 39.05+a |
| GROUP 6 | $ 39.30 | 12.50+a |

NOTES:

Hazmat premiums:

| | |
|---|---|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |
| Level D | 1.00 |

Truck and Crawler Cranes long boom premiums:

| | |
|---|---|
| boom lengths (including jib) 100-149 ft | 1.00 |
| boom lenghts (including jib) 150-249 ft | 1.50 |
| boom lenghts (including jib) 250-349 ft | 2.00 |
| boom lengths (including jib) 350 ft | 3.00 |

| | |
|---|---|
| Cranes using clamshell buckets | .25 |
| Front end loader 10 yds and above | .25 |
| Oiler on truck cranes with boom length of 100 ft. or more | .25 |

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpiller 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cgherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine

drawn), Mechanic, Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

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IRON0046-003 07/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| METALLIC LATHERS AND REINFORCING IRONWORKERS | $ 56.90 | 27.80 |

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IRON0197-001 07/01/2021

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| STONE DERRICKMAN | $ 55.63 | 55.10 |

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IRON0361-001 07/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER (STRUCTURAL) | $ 55.70 | 84.79 |

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IRON0580-001 07/01/2022

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 46.65 | 61.62 |

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LABO0066-001 07/01/2022

BUILDING

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| Laborers | $ 39.80 | 34.16 |
| Plasterers Tenders | $ 40.80 | 30.04 |

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LABO0078-001 07/04/2022

| | Rates | Fringes |
|---|---|---|
| LABORERS | | |
| BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc) | $ 38.55 | 19.35 |

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LABO1298-001 06/01/2022

HEAVY & HIGHWAY

| | Rates | Fringes |
|---|---|---|
| Laborers: | | |
| Asphalt Rakers; Formsetters | $ 49.93 | 35.12+a |
| Asphalt Shovelers, Roller Boys & Tampers | $ 48.46 | 35.12+a |
| Regular Laborers | $ 43.99 | 35.12+a |

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall

be required to pay an additional 10% premium.

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PAIN0009-002 11/01/2022

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| GLAZIERS | $ 47.30 | 50.52 |
| Painters, Drywall Finishers | $ 43.00 | 38.11 |
| Spray, Scaffold, Sandblasting | $ 46.00 | 38.11 |

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PAIN0806-010 10/01/2020

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Stuctural Steel and Bridge | $ 51.50 | 49.63 |

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PAIN1974-002 06/28/2022

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| DRYWALL TAPERS/POINTERS | $ 48.47 | 30.21 |

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PLAS0262-003 08/01/2019

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 45.73 | 30.37 |

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PLAS0780-001 07/01/2018

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 51.97 | 33.56 |

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PLUM0200-001 05/01/2022

| | Rates | Fringes |
|---|---|---|
| PLUMBER | | |
| BUILDING CONSTRUCTION: | $ 55.48 | 43.25 |
| RESIDENTIAL CONSTRUCTION: | $ 29.96 | 13.41 |

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PLUM0638-001 07/01/2020

| | Rates | Fringes |
|---|---|---|
| PLUMBER | | |
| SERVICE FITTERS | $ 41.75 | 14.00 |
| SPRINKLER FITTERS, STEAMFITTERS | $ 59.05 | 58.34 |

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial

and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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ROOF0154-001 05/01/2021

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 45.25 | 40.36 |

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SHEE0028-002 07/28/2022

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| BUILDING CONSTRUCTION | $ 52.10 | 55.18 |
| RESIDENTIAL CONSTRUCTION | $ 23.84 | 8.40 |

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TEAM0282-002 07/01/2020

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | $ 40.005 | 49.0325+a |

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff s department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more: than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four -strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to Jess than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three - strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a, Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra law sulfur diesel fuel, or diesel' fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§9. Report to county executive and legislature.

a Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding. calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , Including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph one of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered no1J;:road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard *oi* threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, hut shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act - ("SEQRA"). 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED
Thomas R. Suozzi
County Executive

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises.

In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

ARTICLE XIX. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XX. PAYMENTS

A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

B. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to the Sponsor/Sponsor's representative, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP-21LL, Contractor Report of Contract Payments, and Certified Payrolls. These forms must be printed from the EBO system and included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative, payment procedures may begin.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract. The contractor shall submit at the Pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project records.

D. Fringe benefit supplements to employees paid by the contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice training program. Direct payments in cash for fringe benefit supplements will not be allowed.

ARTICLE XXI. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment. Before the Sponsor submits the Final payment for reimbursement, and the Sponsor shall contact and coordinate with the NYSDOT Local Projects Construction Monitor(s) to schedule a final inspection. (This is performed only after the first 'punch list' set up by the Sponsor has been completed by the contractor). During the final inspection, a second 'punch list' will be established. The items of incomplete work or work not meeting *Specifications* will need to be resolved by the Contractor. The contractor, through the Sponsor, may request final inspection and acceptance of individual contract location satisfactorily completed as the contract work progresses on other locations.

- Before the final payment is made to the contractor, the Sponsor must submit the CONR 193, Materials Certifications for to the Sponsor/Sponsor's representative, along with the Final AAP-33LL Composite for, Employment Monthly Utilization form. In addition, the contractor needs to submit a Final Report AAP 21LL for the DBE firm(s), if applicable as well as all other subcontractors. These two forms (Final Report 'Composite' AAP 33LL and the Final Report(s) AAP 21LL) must be printed from the EBO system and included. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative along with concurrence from NYSDOT Planning and Construction Departments, payment procedures may begin. The Sponsor will need to follow the requirement from Chapter 17 of PLAFAP manual for Local Project Close-Outs.

ARTICLE XXII. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate or

payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE XXIII. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXIV. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXV. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXVI. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau are taken from the latest New York State Standard Specifications (Us Customary Units) including Region 10 "Special" specifications. Standard "Installation Details" are included on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXVII. THIS ARTICLE IS NOT INCLUDED IN THIS CONTRACT

ARTICLE XXVIII. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **365** calendar days

2. INSURANCE:
   a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

      1) Minimum Limits of Liability, for each occurrence.
         a) Personal Injury - $ 2,500,000
         b) Property Damage - $ 500,000
         c) Or a Combined Single Limit of $ 3,000,000 or greater.

   b. Owner's Contingent public liability Insurance
      1) For named insured, see:
         Article XV. - Insurance Requirements,
         Sec. D. - Owner's Contingent Public Liability Insurance

3. LIQUIDATED DAMAGES, **$1,500.00** per day

ARTICLE XXIX. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXX. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The contractor shall perform, with its own organization, contract work amounting to not less than 50 percent of the total contract bid price. Refer to Sections 108-05 of the NYSDOT Standard Specifications.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement system.

C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b. above) he will notify the Contractor.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.

G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

H. Subcontractor(s) shall be approved by the Sponsor and included in a list in the Construction Management Plan (CMP), along with their respective contract item(s) of work. All Subcontractors must submit the AAP 33LL (Monthly Employment Utilization forms) to the Prime Contractor for submittal to NYSDOT when submitting payment requisition forms. These forms must be printed directly from EBO system. The contractor shall submit at pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors, indicating the particular items of work, and these sheets will be included as part of the project records.

ARTICLE XXXI. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXXII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

   a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

   b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including

obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

7. Compliance with Law.

   a. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

   b. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

   a. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   b. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

d. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

NO TEXT ON THIS PAGE

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By _____
County Executive
Party of the First Part

ARTHUR T. WALSH
Chief Deputy County Executive

ATTEST: _____
Clerk, Nassau County Legislature

Approved: Roseann D'Allen Deputy Comm.
Office of the Commissioner

Safety Marking LLC Contractor

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved: _____
Bureau of Real Estate & Insurance

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By_____
County Executive
Party of the First Part

ATTEST:_____
Clerk, Nassau County Legislature

Approved: Roseann D'Allen Deputy Comm.
Office of the Commissioner

Safety Marking LLC Contractor

Corporate Seal

By_____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved:_____
Bureau of Real Estate & Insurance

NO TEXT ON THIS PAGE

STATE OF NEW YORK )
) ss.:
COUNTY OF NASSAU )

On this day of , 20 , before me personally appeared BRUCE A. BLAKEMAN, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

On this 9th day of October , 2024, before me personally appeared Arthur T. Walsh , Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 20 28

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

On this 23 day of July, 2024, before me personally came Mark K. Kelly, to me known, who being by me duly sworn, did depose and say that he/she resides at [redacted]; That he/she is the CEO of Safety Marking, LLC, the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

Notary Public

LAURA A. STEIN
Notary Public, State of New York
NO. 01ST6179595
Qualified in Nassau County
My Commission Expires 12/24/27

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

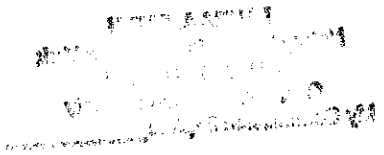
Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK )
)ss.:
COUNTY OF NASSAU )

On this day of , 200 , before me personally came , to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public



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CONTRACT ADVISEMENT FORM
NUMIS. No. 550

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

# CONTRACT ADVISEMENT CHPW24000008

| DATE OF ADVISEMENT MO (2) | DY (2) | YR (2) | FUND (3) | TRANSACTION CODE ENTER | MODIFY | CANCEL | ENCUMBRANCE NUMBER | DEPT (2) | CONTRACT / AGREEMENT NUMBER |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 23 | 24 | CAP | ☑ | ☐ | ☐ | CHPW24000008 | PW | H62153-14G |

VENDOR INFO.

ID: [redacted]

Name: (30) Safety Marking, LLC

Address: (30) 255 Hancock Avenue

(30) Bridgeport, CT 06605

| LINE NO. | PROJECT NUMBER (CAPITAL) | PROJECT DETAIL | INDEX CODE | SUB-OBJECT CODE | | LINE AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 62153 | 167 | PWCAPCAP | 00004 | | $1,391,084.50 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT $1,391,084.50

COMMENTS

Nassau County Pavement
Marking Improvements Phase 14
PIN 0761.67
Various Locations
Nassau County, New York

Contract No.. H62153-14G

DEPARTMENT - PREPARED BY:

NAME: Elizabeth Kobel

DATE

PHONE: 571-9454

DEPARTMENT - APPROVED BY: RD

NAME: Rosemary Allen

TITLE: Deputy Commissioner

DATE: 7/23/24

COMPTROLLER'S OFFICE CERTIFICATION:

I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

CONTRACT NUMBER

NAME: Deputy Comptroller

TITLE

DATE: 9/11/24

9/11/2024

CERTIFICATE OF ACCEPTANCE INTO NUMIS

I certify that this document was accepted into NUMIS

NAME

DATE: 09/11/2024

CHECK IF THIS DOCUMENT IS CONTINUED: ☐

PAGE ____ OF ____

NUMIS 550 (11/83) 20M

WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY

CO-677. 10/91 rev.9/06

# B12-24

RULES RESOLUTION NO. 161 -2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

**Passed by the Rules Committee**
**Nassau County Legislature**
**By Voice Vote on** 7/15/24
**VOTING:**
**ayes** 7 **nayes** 0 **abstained** 0 **recused** 0
**Legislators present:**

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-14G, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 14, PIN 0761.67, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of SAFETY MARKING LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 1,391,084.50 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

NO TEXT ON THIS PAGE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Amanda Harding |
|---|---|
| RSC Insurance Brokerage, Inc.<br>Risk Strategies - TriPoint<br>21c Arts Center Ct<br>Avon, CT 06001 | PHONE (A/C, No, Ext): 959-230-1007 x4676 FAX (A/C, No):<br>E-MAIL ADDRESS: aharding@risk-strategies.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Company | 16535 |
| INSURER B : Endurance Assurance Corporation | 11551 |
| INSURER C : American Zurich Insurance Company | 40142 |
| INSURER D : SiriusPoint Specialty Insurance Corp | 16820 |
| INSURER E : Westchester Surplus Lines Insurance Co | 10172 |
| INSURER F : | |

INSURED
Safety Marking, LLC.
255 Hancock Avenue
Bridgeport CT 06605

**COVERAGES** **CERTIFICATE NUMBER:** 80983210 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY ✓ PRO-JECT ✓ LOC<br>OTHER: | ✓ | | [redacted] | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $2,000,000<br>$1,000,000<br>$10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | ✓ | | [redacted] | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $2,000,000<br>$<br>$<br>$<br>$ |
| B | UMBRELLA LIAB ✓ OCCUR<br>✓ EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | ✓ | | [redacted] | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $2,000,000<br>$2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N: N / N/A | | [redacted] | 7/1/2024 | 7/1/2025 | ✓ PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Excess Liability (2nd Layer) | | | [redacted] | 7/1/2024 | 7/1/2025 | $2,000,000 occ/$2,000,000 agg | |
| E | Excess Liability (3rd Layer) | | | | 7/1/2024 | 7/1/2025 | $5,000,000 occ/$5,000,000 agg | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locations in Nassau County
The County of Nassau, all Municipalities, Municipal Sub- Divisions, Fee Owners of Properties, and Consultants and any other parties required by written contract are included as Additional Insured per the attached forms.

**CERTIFICATE HOLDER**

H62153-14G – P.I.N. 0761.67 - Nassau County Pavement Marking Improvements – Phase 14 – Various Locat
County of Nassau
1194 Prospect Ave
Westbury NY 11590

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Harding

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# SCHEDULE OF OTHER POLICIES

DATE ISSUED
7/17/2024

**NAMED INSURED:**

Safety Marking, LLC.
255 Hancock Avenue
Bridgeport CT 06605

**CERTIFICATE HOLDER:**

County of Nassau
1194 Prospect Ave
Westbury NY 11590

| INSURER NAIC # | COVERAGE | POLICY NO. | EFF-EXP DATE | LIMITS | PROJECT |
|---|---|---|---|---|---|
| Markel American Insurance Company #28932 | OCP Liability | [redacted] | 07/17/2024 - 09/01/2025 | $3,000,000 per occurrence / $3,000,000 aggregate | County of Nassau - Phase 14 |

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br><br>Safety Marking, LLC.<br>255 Hancock Avenue<br>Bridgeport CT 06605<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>[redacted]<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>[redacted] |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br><br>County of Nassau<br>1194 Prospect Ave<br>Westbury NY 11590 | 3a. Name of Insurance Carrier<br>American Zurich Insurance Company<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>[redacted]<br><br>3c. Policy effective period<br>07/01/2024 to 07/01/2025<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Robert G. Phelan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert Phelan 7/17/2024
(Signature) (Date)

Title: President & CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-482-6566

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

**C-105.2 (9-17)** www.wcb.ny.gov

# Workers' Compensation Law

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF INSURANCE COVERAGE
## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

**1a. Legal Name & Address of Insured (use street address only)**

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

**Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

**1b. Business Telephone Number of Insured**

**1c. Federal Employer Identification Number of Insured or Social Security Number**

[redacted]

**2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**

County of Nassau
1194 Prospect Ave
Westbury NY 11590

**3a. Name of Insurance Carrier**

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

**3b. Policy Number of Entity Listed in Box 1a**

[redacted]

**3c. Policy effective period**

07-01-2024 to 06-30-2025

**4. Policy provides the following benefits:**

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

**5. Policy covers:**

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 7/17/2024 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board** (Only if Box 4B, 4C or 5B have been checked)

**State of New York**
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

*Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

# Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No [redacted] | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.



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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:



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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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POLICY NUMBER [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:** |
|---|
| ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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# Coverage Extension Endorsement

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. [redacted] | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   **c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   **d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.



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**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";



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**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:



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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   **Temporary Substitute Autos – Physical Damage**

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   **Temporary Substitute Autos – Physical Damage**

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:



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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".



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**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

## INSURING AGREEMENTS

### I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

### II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

### III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

### IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

### V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

## VI. CONDITIONS

### A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

### B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

### C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

### D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

### E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

### F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

### G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

# SUBMITTAL BY LOW BIDDER

THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED TO ALBANY, AS WELL AS NASSAU COUNTY, PRIOR TO CONTRACT AWARD.

THE ATTACHMENTS A AND B SHOULD BE SUBMITTED TO NYSDOT CONSTRUCTION FOR THE AWARD CONCURRENCE REVIEW.

ANY INCOMPLETE SECTIONS WILL RESULT IN THE DOCUMENT BEING RETURNED AND MAY DELAY CONTRACT AWARD.

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the New York State VendRep System.**

| COMPLETION & CERTIFICATION |
|---|
| The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized. |

| NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID) |
|---|
| The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672. |

| DEFINITIONS |
|---|
| All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification. |

| RESPONSES |
|---|
| Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN). |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| BUSINESS ENTITY INFORMATION | | |
|---|---|---|
| Legal Business Name | EIN | |
| Address of the Principal Place of Business (street, city, state, zip code) | New York State Vendor Identification Number | |
| | Telephone ext. | Fax |
| | Website | |
| Authorized Contact for this Questionnaire | | |
| Name | Telephone ext. | Fax |
| Title | Email | |

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

| Type | Name | EIN | State or County where filed | Status |
|---|---|---|---|---|
| | | | | |
| | | | | |

| I. BUSINESS CHARACTERISTICS | | |
|---|---|---|
| 1.0 Business Entity Type – Check appropriate box and provide additional information: | | |
| a) ☐ Corporation (including PC) | Date of Incorporation | |
| b) ☐ Limited Liability Company (LLC or PLLC) | Date Organized | |
| c) ☐ Limited Liability Partnership | Date of Registration | |
| d) ☐ Limited Partnership | Date Established | |
| e) ☐ General Partnership | Date Established | County (if formed in NYS) |
| f) ☐ Sole Proprietor | How many years in business? | |
| g) ☐ Other | Date Established | |
| If Other, explain: | | |
| 1.1 Was the Business Entity formed in New York State? | | ☐ Yes ☐ No |
| If "No," indicate jurisdiction where the Business Entity was formed: | | |
| ☐ United States | State | |
| ☐ Other | Country | |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## I. BUSINESS CHARACTERISTICS

| | |
|---|---|
| 1.2 Is the Legal Business Entity publicly traded? | ☐ Yes ☐ No |
| If "Yes," provide the CIK code or Ticker Symbol: | |
| 1.3 Is the Business Entity currently registered to do business in New York State?<br>*Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership* | ☐ Yes ☐ No<br>☐ Not Required |
| If "No," explain why the Business Entity is not required to be registered to do business in New York State: | |
| 1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture. | ☐ Yes ☐ No |
| 1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?<br>*(Select "N/A" if Principal Place of Business is in New York State.)* | ☐ Yes ☐ No<br>☐ N/A |
| If "Yes," provide the address and telephone number for one office located in New York State. | |
| 1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise? | ☐ Yes ☐ No |

If "Yes," check all that apply:

☐ New York State certified Minority-Owned Business Enterprise (MBE)

☐ New York State certified Women-Owned Business Enterprise (WBE)

☐ New York State Small Business

☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

| Name *(For each person, include middle initial)* | Title | Percentage of ownership (Enter 0%, if not applicable) | Employment status with the firm |
|---|---|---|---|
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| **II. AFFILIATE and JOINT VENTURE RELATIONSHIPS** | | |
|---|---|---|
| 2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Firm/Company Name | Firm/Company EIN (If available) | Firm/Company's Primary Business Activity |
| | | |
| Firm/Company Address | | |
| Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable): | | |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? | | ☐ Yes ☐ No |
| Individual's Name *(Include middle initial)* | Position/Title with Firm/Company | |
| 2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Affiliate Name | Affiliate EIN (If available) | Affiliate's Primary Business Activity |
| Affiliate Address | | |
| Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*: | | |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? | | ☐ Yes ☐ No |
| Individual's Name *(Include middle initial)* | Position/Title with Firm/Company | |
| 2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Joint Venture Name | Joint Venture EIN (If available) | Identify parties to the Joint Venture |
| | | |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
# FOR-PROFIT CONSTRUCTION (CCA-2)

| III. CONTRACT HISTORY | |
|---|---|
| 3.0 Has the Business Entity completed any construction contracts? | ☐ Yes ☐ No |
| *If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.*<br>*If less than ten, include most recent subcontracts on projects up to that number.* | |
| 3.1 Does the Business Entity currently have uncompleted construction contracts? | ☐ Yes ☐ No |
| *If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.*<br>*Note: Ongoing projects must be included.* | |

| IV. INTEGRITY – CONTRACT BIDDING<br>***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*** | |
|---|---|
| 4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? | ☐ Yes ☐ No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | ☐ Yes ☐ No |
| 4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | ☐ Yes ☐ No |
| 4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | ☐ Yes ☐ No |
| 4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? | ☐ Yes ☐ No |
| 4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? | ☐ Yes ☐ No |
| 4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? | ☐ Yes ☐ No |
| *For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.* | |

| V. INTEGRITY – CONTRACT AWARD<br>***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*** | |
|---|---|
| 5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? | ☐ Yes ☐ No |
| 5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? | ☐ Yes ☐ No |
| 5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? | ☐ Yes ☐ No |
| 5.3 Had its surety called upon to complete any contract whether government or private sector? | ☐ Yes ☐ No |
| 5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? | ☐ Yes ☐ No |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## V. INTEGRITY – CONTRACT AWARD

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## VI. CERTIFICATIONS/LICENSES

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 6.0 | Had a revocation or suspension of any business or professional permit and/or license? | ☐ Yes ☐ No |
| 6.1 | Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership? | ☐ Yes ☐ No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 7.0 | Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? | ☐ Yes ☐ No |
| 7.1 | Been the subject of: | |
| | (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or | ☐ Yes ☐ No |
| | (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise? | ☐ Yes ☐ No |
| 7.2 | Received any OSHA citation, which resulted in a final determination classified as serious or willful? | ☐ Yes ☐ No |
| 7.3 | Had a government entity find a willful prevailing wage or supplemental payment violation? | ☐ Yes ☐ No |
| 7.4 | Had a New York State Labor Law violation deemed willful? | ☐ Yes ☐ No |
| 7.5 | Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? | ☐ Yes ☐ No |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 7.6 | Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:<br>• Federal, state or local health laws, rules or regulations;<br>• Federal, state or local environmental laws, rules or regulations;<br>• Unemployment insurance or workers compensation coverage or claim requirements;<br>• Any labor law or regulation, which was deemed willful;<br>• Employee Retirement Income Security Act (ERISA);<br>• Federal, state or local human rights laws;<br>• Federal, state or local security laws? | ☐ Yes ☐ No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

## VIII. LEADERSHIP INTEGRITY

***If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.***

***Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:***

| | | |
|---|---|---|
| 8.0 | Sanctioned relative to any business or professional permit and/or license? | ☐ Yes ☐ No ☐ N/A |
| 8.1 | Suspended, debarred or disqualified from any government contracting process? | ☐ Yes ☐ No ☐ N/A |
| 8.2 | The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? | ☐ Yes ☐ No ☐ N/A |
| 8.3 | Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:<br>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or<br>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny | ☐ Yes ☐ No ☐ N/A |

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

| | |
|---|---|
| 9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? | ☐ Yes ☐ No |

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

| | |
|---|---|
| *9.1* Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000? | ☐ Yes ☐ No |

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

| | |
|---|---|
| 9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)* | ☐ Yes ☐ No |

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

| | |
|---|---|
| 9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? | ☐ Yes ☐ No |

*If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.*

| | |
|---|---|
| 9.4 What is the Business Entity's Bonding Capacity? | |
| a. Single Project | b. Aggregate (All Projects) |
| 9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years: | |

| | | |
|---|---|---|
| 1st Year (Indicate year ) Gross Sales | 2nd Year (Indicate year ) Gross Sales | 3rd Year (Indicate year ) Gross Sales |

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

| | | |
|---|---|---|
| 1st Year (Indicate year ) Amount | 2nd Year (Indicate year ) Amount | 3rd Year (Indicate year ) Amount |

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
*(This information must be attached.)*

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| X. FREEDOM OF INFORMATION LAW (FOIL) | |
|---|---|
| 10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).<br>*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.* | ☐ Yes ☐ No |
| *If "Yes," indicate the question number(s) and explain the basis for the claim.* | |

NO TEXT ON THIS PAGE

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20___;

_____ Notary Public

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

**EIN:**

| Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number. | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| 2. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| 3. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| 4. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| 5. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

**EIN:**

| **Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.** | | | | | | |
|---|---|---|---|---|---|---|
| 6. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| 7. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| 8. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| 9. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| 10. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

**EIN:**

| Question 3.1: List all current uncompleted construction contracts. | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to Others | | Uncompleted Amount |
| 2. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to Others | | Uncompleted Amount |
| 3. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to Others | | Uncompleted Amount |
| 4. | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Design Architect and/or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to Others | | Uncompleted Amount |

NO TEXT ON THIS PAGE

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**
**ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

**EIN:**

| **Question 3.1: List all current uncompleted construction contracts.** | | | | | | |
|---|---|---|---|---|---|---|
| 5. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | | **Uncompleted Amount** |
| 6. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | | **Uncompleted Amount** |
| 7. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | | **Uncompleted Amount** |
| 8. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | | **Uncompleted Amount** |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

**EIN:**

| **Question 3.1: List all current uncompleted construction contracts.** | | | | | |
|---|---|---|---|---|---|
| 9. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | **Uncompleted Amount** |
| 10. | **Agency/Owner** | | | **Award Date** | **Amount** | **Date Completed** |
| | **Contact Person** | | **Telephone No.** | **Design Architect and/or Design Engineer** | |
| | **Contract No.** | **Prime or Sub** | **Joint Venture (JV) Name, if applicable** | | **EIN of JV, if applicable** |
| | | | **Total Contract Amount** | **Amount Sublet to Others** | **Uncompleted Amount** |

| | |
|---|---|
| **Grand Total All Uncompleted Contracts** | $0.00 |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT C – FINANCIAL INFORMATION

**EIN:**
**As of Date:**

### ASSETS

| | | | | | |
|---|---|---|---|---|---|
| Current Assets | | | | | |
| 1. | Cash | | $ | | |
| 2. | Accounts receivable – less allowance for doubtful accounts | $ | | | |
| | Retainers included in accounts receivable | | | | |
| | Claims included in accounts receivable not yet approved or in litigation | | | | |
| | Total accounts receivable | | $ | 0.00 | |
| 3. | Notes receivable – due within one year | | $ | | |
| 4. | Inventory – materials | | $ | | |
| 5. | Contract costs in excess of billings on uncompleted contracts | | $ | | |
| 6. | Accrued income receivable | | | | |
| | Interest | | | | |
| | Other (list) | | | | |
| | Total accrued income receivable | | $ | 0.00 | |
| 7. | Deposits | | | | |
| | Bid and plan | | | | |
| | Other (list) | | | | |
| | Total deposits | | $ | 0.00 | |
| 8. | Prepaid expenses | | | | |
| | Income Taxes | | | | |
| | Insurance | | | | |
| | Other (List) | | | | |
| | Total prepaid expenses | | $ | 0.00 | |
| 9. | Other current assets | | | | |
| | (List) | | | | |
| | Total other current assets | | $ | 0.00 | |
| 10. | Total current assets | | | | $ 0.00 |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT C – FINANCIAL INFORMATION

**EIN:**

| | | | | | |
|---|---|---|---|---|---|
| 11. | Investments | | | | |
| | Listed securities present market value | $ | | | |
| | Unlisted securities present value | | | | |
| | Total investments | | $ 0.00 | | |
| 12. | Fixed Assets | | | | |
| | Land | | | | |
| | Building and improvements | | | | |
| | Leasehold improvements | | | | |
| | Machinery and equipment | | | | |
| | Automotive equipment | | | | |
| | Office furniture and fixtures | | | | |
| | Other (list) | | | | |
| | Total | | $ 0.00 | | |
| | Less: accumulated depreciation | | $ | | |
| | Total fixed assets net | | | $ | 0.00 |
| 3. | Other Assets | | | | |
| | Loans receivable | officers | | | |
| | | employees | | | |
| | | shareholders | | | |
| | Cash surrender value of officers' life insurance | | | | |
| | Organization expense – net of amortization | | | | |
| | Notes receivable – due after one year | | | | |
| | Other (list) | | | | |
| | Total Other Assets | | $ 0.00 | | |
| 14. | TOTAL ASSETS | | | $ | 0.00 |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT C – FINANCIAL INFORMATION

**EIN:**

### LIABILITIES

| | | | | |
|---|---|---|---|---|
| | Current Liabilities | | | |
| 15. | Accounts payable | | $ | |
| 16. | Loans from shareholders – due within one year | | | |
| 17. | Notes payable – due within one year | | | |
| 18. | Mortgage payable – due within one year | | | |
| 19. | Other payables – due within one year | | | |
| | (List) | $ | | |
| | Total other payables – due within one year | | | 0.00 |
| 20. | Billings in excess of costs and estimated earnings | | | |
| 21. | Accrued expenses payable | Salaries and wages | | |
| | | Employees' benefits | | |
| | | Insurance | | |
| | | Other | | |
| | Total accrued expenses payable | | | 0.00 |
| 22. | Dividends payable | | | |
| 23. | Income taxes payable | State | | |
| | | Federal | | |
| | | Other | | |
| | Total income taxes payable | | | 0.00 |
| 24. | Total Current Liabilities | | $ | 0.00 |
| 25. | Deferred Income Taxes | | | |
| | Payable | State | | |
| | | Federal | | |
| | | Other | | |
| | Total deferred income taxes | | $ | 0.00 |

NO TEXT ON THIS PAGE

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
## ATTACHMENT C – FINANCIAL INFORMATION

**EIN:**

| | | | | | |
|---|---|---|---|---|---|
| 26. | Long Term Liabilities | | | | |
| | Loans from shareholders – due after one year | | | | |
| | Notes payable – due after one year | | | | |
| | Mortgage – due after one year | | | | |
| | Other payables – due after one year | | | | |
| | (List) | | | | |
| | Total long term liabilities | | $ 0.00 | | |
| 27. | Other Liabilities | | | | |
| | (List) | | | | |
| | Total other liabilities | | $ 0.00 | | |
| 28. | TOTAL LIABILITIES | | | $ | 0.00 |
| | **NET WORTH** | | | | |
| 29. | Net Worth (if proprietorship or partnership) | | $ | | |
| 30. | Stockholders' Equity | | | | |
| | Common stock issued and outstanding | $ | | | |
| | Preferred stock issued and outstanding | | | | |
| | Retained earnings | | | | |
| | Total | | $ 0.00 | | |
| | Less: Treasury Stock | | | | |
| 31. | TOTAL STOCKHOLDERS EQUITY | | | $ | 0.00 |
| 32. | TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | | | $ | 0.00 |

NO TEXT ON THIS PAGE

# AAP 21LLNYS Form Instructions:

**Subcontractor/Vendor:** Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

**Final Report:** Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

**Contract No:** Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

**County:** Enter the name of the county or counties this project is located in.

**Report Date:** Enter date (Month/Day/Year) through which payments due and made are reflective of.

**Contractor and Vendor Data:** Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

**Total Payments Due to Date:** Enter total of payments due to the Vendor to date.

**Retainage or Other Withholding to Date:** Enter amount due Vendor that has not been paid due to retainage or other withholding.

**Total Payment to Date:** Value of payments due to date less retainage or other withholding.

**Comments:** Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

**Signatures:** Authorized representative of the Contractor must sign and date.

**Signatures on Final Report:** An authorized representative of both the Contractor and Vendor must sign and date.

**Notarization:** <u>On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.</u>

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

NO TEXT ON THIS PAGE

AAP 21LL NYS (08/11)

## Contractor Report of Contract Payments

| Final Report ☐ Yes ☐ No | PIN / Contract Number | County | Report Date |
|---|---|---|---|
| | | | |

| Contractor Name and Address | Subcontractor/Vendor Name and Address |
|---|---|
| | ☐ Check if firm is CERTIFIED MWBE |
| **Contractor Federal Identification Number** | **Subcontractor/Vendor Federal Identification Number** |

**Total Payments Due to Date:**
**- Retainage or Other Withholding to Date:**

**Total Payments to Date:**

**Project Sponsor Name and Address**

**Comments**

### Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

**FINAL PAYMENT CERTIFICATION**

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

**Signed:** _____

**Title:** _____
**(For Contractor)**

**FINAL PAYMENT CERTIFICATION**

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

**Signed:** _____

**Title:** _____
**(For Subcontractor/Vendor)**

### Notarization for Final AAP 21LL NYS

**Sworn to me this** _____

**Day of** _____

_____
**Notary Public**

**Sworn to me this** _____

**Day of** _____

_____
**Notary Public**

**If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.**

**Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.**

**Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.**

NO TEXT ON THIS PAGE

# AAP 21LLNYS Form Instructions:

**Subcontractor/Vendor:** Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

**Final Report:** Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

**Contract No:** Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

**County:** Enter the name of the county or counties this project is located in.

**Report Date:** Enter date (Month/Day/Year) through which payments due and made are reflective of.

**Contractor and Vendor Data:** Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

**Total Payments Due to Date:** Enter total of payments due to the Vendor to date.

**Retainage or Other Withholding to Date:** Enter amount due Vendor that has not been paid due to retainage or other withholding.

**Total Payment to Date:** Value of payments due to date less retainage or other withholding.

**Comments:** Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

**Signatures:** Authorized representative of the Contractor must sign and date.

**Signatures on Final Report:** An authorized representative of both the Contractor and Vendor must sign and date.

**Notarization:** <u>On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.</u>

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

NO TEXT ON THIS PAGE

AAP 21LL NYS (08/11)

## Contractor Report of Contract Payments

| Final Report ☐ Yes ☐ No | PIN / Contract Number | County | Report Date |
|---|---|---|---|
| | | | |

| Contractor Name and Address | Subcontractor/Vendor Name and Address |
|---|---|
| | ☐ Check if firm is CERTIFIED MWBE |
| **Contractor Federal Identification Number** | **Subcontractor/Vendor Federal Identification Number** |

**Total Payments Due to Date:**
**- Retainage or Other Withholding to Date:**

**Total Payments to Date:**

**Project Sponsor Name and Address**

**Comments**

### Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

**FINAL PAYMENT CERTIFICATION**

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

**Signed:** _____

**Title:** _____
**(For Contractor)**

**FINAL PAYMENT CERTIFICATION**

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

**Signed:** _____

**Title:** _____
**(For Subcontractor/Vendor)**

### Notarization for Final AAP 21LL NYS

**Sworn to me this** _____

**Day of** _____

_____
**Notary Public**

**Sworn to me this** _____

**Day of** _____

_____
**Notary Public**

**If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.**

**Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.**

**Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.**

NO TEXT ON THIS PAGE

# APPENDIX 12-1

# CONSTRUCTION CONTRACT REQUIREMENTS

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**ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)**

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)**

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that such subrecipients shall certify and disclose accordingly.

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

## FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than $6,000 and not more than $12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

**THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

**NON-COLLUSIVE BIDDING CERTIFICATION**
**(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

(a) Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award, nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided, however, that if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

## NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

**FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

## REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES

### US DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

### NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.**

## GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

| GOALS FOR PARTICIPATION OF MINORITIES | | | | | |
|---|---|---|---|---|---|
| COUNTY | % | COUNTY | % | COUNTY | % |
| Albany | 3.2 | Herkimer | 2.1 | Richmond | Table |
| Allegany | 6.3 | Jefferson | 2.5 | Rockland | 22.6 |
| Broome | 1.1 | Kings | Table | St. Lawrence | 2.5 |
| Bronx | Table | Lewis | 2.5 | Saratoga | 3.2 |
| Cattaraugus | 6.3 | Livingston | 5.3 | Schenectady | 3.2 |
| Cayuga | 2.5 | Madison | 3.8 | Schoharie | 2.6 |
| Chautauqua | 6.3 | Monroe | 5.3 | Schuyler | 1.2 |
| Chemung | 2.2 | Montgomery | 3.2 | Seneca | 5.9 |
| Chenango | 1.2 | Nassau | 5.8 | Steuben | 1.2 |
| Clinton | 2.6 | New York | Table | Suffolk | 5.8 |
| Columbia | 2.6 | Niagara | 7.7 | Sullivan | 17.0 |
| Cortland | 2.5 | Oneida | 2.1 | Tioga | 1.1 |
| Delaware | 1.2 | Onondaga | 3.8 | Tompkins | 1.2 |
| Dutchess | 6.4 | Ontario | 5.3 | Ulster | 17.0 |
| Erie | 7.7 | Orange | 17.0 | Warren | 2.6 |
| Essex | 2.6 | Orleans | 5.3 | Washington | 2.6 |
| Franklin | 2.5 | Oswego | 3.8 | Wayne | 5.3 |
| Fulton | 2.6 | Otsego | 1.2 | Westchester | 22.6 |
| Genesee | 5.9 | Putnam | 22.6 | Wyoming | 6.3 |
| Greene | 2.6 | Queens | Table | Yates | 5.9 |
| Hamilton | 2.6 | Rensselaer | 3.2 | | |

(45 FR 65976 – 10/3/1980)

| GOALS FOR PARTICIPATION OF MINORITIES<br>BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES | | | |
|---|---|---|---|
| Electricians | 9.0 to 10.2 | Bricklayers | 13.4 to 15.5 |
| Carpenters | 27.6 to 32.0 | Asbestos workers | 22.8 to 28.0 |
| Steam fitters | 12.2 to 13.5 | Roofers | 6.3 to 7.5 |
| Metal lathers | 24.6 to 25.6 | Iron workers (ornamental) | 22.4 to 23.0 |
| Painters | 26.0 to 28.6 | Cement masons | 23.0 to 27.0 |
| Operating engineers | 25.6 to 26.0 | Glaziers | 16.0 to 20.0 |
| Plumbers | 12.0 to 14.5 | Plasterers | 15.8 to 18.0 |
| Iron workers (structural) | 25.9 to 32.0 | Teamsters | 22.0 to 22.5 |
| Elevator constructors | 5.5 to 6.5 | Boilermakers | 13.0 to 15.5 |
| | | All others | 16.4 to 17.5 |

(43 FR 14888 – 4/7/1978)

## GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

**FHWA-1273 -- Revised July 5, 2022**

# REQUIRED CONTRACT PROVISIONS
# FEDERAL-AID CONSTRUCTION CONTRACTS

I General
II Nondiscrimination
III Non-segregated Facilities
IV Davis-Bacon and Related Act Provisions
V Contract Work Hours and Safety Standards Act Provisions
VI Subletting or Assigning the Contract
VII Safety: Accident Prevention
VIII False Statements Concerning Highway Projects
IX Implementation of Clean Air Act and Federal Water Pollution Control Act
X Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI Certification Regarding Use of Contract Funds for Lobbying
XII Use of United States-Flag Vessels:

ATTACHMENTS A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1 Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

**Note:** The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity**: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer**: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy**: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees,

or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment**: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions**: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected

persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action 3 within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion**:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions**: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. **Records and Reports**: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

## III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than

$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA_1273 format and FHWA program requirements.

**1. Minimum wages** (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place

where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and 5

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding** (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay

any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records** (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or 6 subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees** (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the 7 corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts**. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility** (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance 9 with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as

amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant 10 who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has

entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is 11 submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier 12 subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region. 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

## NYS STANDARD SPECIFICATIONS - SECTION 106-11 BUY AMERICA

The following revision to NYS Standards Specifications Section 106-11 Buy America will supersede Section 106-11 Buy America within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

### 106-11 BUY AMERICA.

In accordance with 23 USC 313, 23 CFR 635.410, the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL), and Section 146 of the State Finance Law, permanently incorporated predominantly steel and/or iron materials/products, manufactured products, and construction materials shall be domestically produced.

#### *A. Control of Materials.*

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

#### *1. Federal-Aid Contracts.*

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials shall be produced/manufactured in the United States as follows:

a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of

the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Construction materials includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. An article, material, or supply should not be considered to fall into multiple categories.

For Federal-Aid Contracts, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

***2. Non-Federal-Aid Contracts.***

For Non-Federal-Aid contracts, the Contractor shall provide structural steel, structural iron, reinforcing steel and/or other major steel items to be permanently incorporated in the work produced or made in whole or substantial part in the United States, its territories, or possessions. In the case of a structural iron or structural steel product, all manufacturing must take place in the United States, its territories, or possessions, from the initial melting stage through the application of coatings, except metallurgical processes involving the refinement of steel additives.

***B. Waivers.***

***1. Federal-Aid Contracts.***

The Contractor may request a waiver if it can be demonstrated that:

a. the use of domestic steel and/or iron materials would be inconsistent with the public interest (a "public interest waiver");

b. types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a "nonavailability waiver); or
c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

***2. Non-Federal-Aid Contracts.***

The Contractor may request a waiver if it can be demonstrated that the use of domestic steel and/or iron materials would not be in the public interest, would result in unreasonable costs, or that such iron or steel, including without limitation structural iron and structural steel, cannot be produced, or made in the Unites States in sufficient and reasonably available quantities and of satisfactory quality.

The Contractor shall submit a waiver request to the Engineer which includes copies of all documentation verifying the unavailability of the material or product, and/or justification.

Waiver requests will be reviewed by the affected Department program areas and approved by the Deputy Chief Engineer, Construction (DCEC).

***C. Certifications.***

A Manufacturer's Certification is required to certify that the material / product is of domestic origin. Acceptable statements are: "Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 *Buy America*" (acceptable for steel/iron, manufactured products, and construction materials) or "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*" (acceptable for steel/iron and manufactured products only) or "Conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only). Certifications shall comply with §106-04 *Material Acceptance Records.*

## NYS STANDARD SPECIFICATIONS - SECTION 106-04A.4 STATEMENT OF CONFORMANCE

The following revision to NYS Standards Specifications Section 106-04A.4 *Statement of Conformance* will supersede Section 106-04A.4 *Statement of Conformance* within the NYS Standards Specifications dated September 1, 2022. The inclusion of this revision will be incorporated into Contract Proposals until the NYS Standards Specifications are amended effective May 1, 2023.

**4. *Statement of Conformance.*** The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

If the material in the shipment contains steel and/or iron, manufactured products, or construction materials, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements" (acceptable for steel/iron, manufactured products, and construction materials), "conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements (acceptable for steel/iron and manufactured products only) or "conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only)".

If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

# CHAPTER 12, APPENDIX 12-2

# ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

**[FOR LOCALLY ADMINISTERED FEDERAL AID CONSTRUCTION PROJECTS WHICH DO NOT USE NYSDOT STANDARD SPECIFICATIONS]**

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| BUY AMERICA REQUIREMENTS<br>Found in §106-11 of the NYSDOT Standard Specifications | 12-2.39 |
| USE OF UNITED STATES-FLAG VESSELS<br>Found in §107-15 of the NYSDOT Standard Specifications | 12-2.40 |


NOTE: References to actions undertaken by the following: "Commissioner, Office of the State Comptroller, Department, Regional Director, Regional Construction Engineer, Deputy Chief Engineer Construction (DCEC) or State," unless used in the context of reference to specific state law or regulations will be performed by the project sponsor or their designee.

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## LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, shall be applicable. On contracts financed with Federal Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained **in 23 CFR 635.117** are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted.

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

**A. Wages.** The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Department will provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

**B. Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will favorably review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work, but the application should not request more than 60 hours per week.

The 60 hours per week may be either six 10-hour days or five 12-hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however, with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

**C. Payrolls.** The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g., the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231 for Federal-Aid contracts and on HC-231 for Non-Federal-Aid contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the amount of the contract exceeds $25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

**D. Training.** An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A list of approved programs is available from the NYS Department of Labor at https://www.labor.ny.gov/apprenticeship/appindex.shtm.

A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

Several sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOT-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprentice able occupations as determined by NYSDOL or USDOL.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in

providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under *Training Special Provisions* and/or *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentices/ trainees.

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day to day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentices/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

**PURCHASE CONTRACTS WHICH DO NOT INVOLVE INSTALLATION OR LABOR DO NOT REQUIRE WAGE RATES**

## GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

| GOALS FOR PARTICIPATION OF MINORITIES | | | | | |
|---|---|---|---|---|---|
| **COUNTY** | **%** | **COUNTY** | **%** | **COUNTY** | **%** |
| Albany | 3.2 | Herkimer | 2.1 | Richmond | Table |
| Allegany | 6.3 | Jefferson | 2.5 | Rockland | 22.6 |
| Broome | 1.1 | Kings | Table | St. Lawrence | 2.5 |
| Bronx | Table | Lewis | 2.5 | Saratoga | 3.2 |
| Cattaraugus | 6.3 | Livingston | 5.3 | Schenectady | 3.2 |
| Cayuga | 2.5 | Madison | 3.8 | Schoharie | 2.6 |
| Chautauqua | 6.3 | Monroe | 5.3 | Schuyler | 1.2 |
| Chemung | 2.2 | Montgomery | 3.2 | Seneca | 5.9 |
| Chenango | 1.2 | Nassau | 5.8 | Steuben | 1.2 |
| Clinton | 2.6 | New York | Table | Suffolk | 5.8 |
| Columbia | 2.6 | Niagara | 7.7 | Sullivan | 17.0 |
| Cortland | 2.5 | Oneida | 2.1 | Tioga | 1.1 |
| Delaware | 1.2 | Onondaga | 3.8 | Tompkins | 1.2 |
| Dutchess | 6.4 | Ontario | 5.3 | Ulster | 17.0 |
| Erie | 7.7 | Orange | 17.0 | Warren | 2.6 |
| Essex | 2.6 | Orleans | 5.3 | Washington | 2.6 |
| Franklin | 2.5 | Oswego | 3.8 | Wayne | 5.3 |
| Fulton | 2.6 | Otsego | 1.2 | Westchester | 22.6 |
| Genesee | 5.9 | Putnam | 22.6 | Wyoming | 6.3 |
| Greene | 2.6 | Queens | Table | Yates | 5.9 |
| Hamilton | 2.6 | Rensselaer | 3.2 | | |

(45 FR 65976 – 10/3/1980)

| GOALS FOR PARTICIPATION OF MINORITIES<br>BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES | | | |
|---|---|---|---|
| Electricians | 9.0 to 10.2 | Bricklayers | 13.4 to 15.5 |
| Carpenters | 27.6 to 32.0 | Asbestos workers | 22.8 to 28.0 |
| Steam fitters | 12.2 to 13.5 | Roofers | 6.3 to 7.5 |
| Metal lathers | 24.6 to 25.6 | Iron workers (ornamental) | 22.4 to 23.0 |
| Painters | 26.0 to 28.6 | Cement masons | 23.0 to 27.0 |
| Operating engineers | 25.6 to 26.0 | Glaziers | 16.0 to 20.0 |
| Plumbers | 12.0 to 14.5 | Plasterers | 15.8 to 18.0 |
| Iron workers (structural) | 25.9 to 32.0 | Teamsters | 22.0 to 22.5 |
| Elevator constructors | 5.5 to 6.5 | Boilermakers | 13.0 to 15.5 |
| | | All others | 16.4 to 17.5 |

(43 FR 14888 – 4/7/1978)

## GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Department seeks to:

- To ensure nondiscrimination in award and administration of DOT-assisted contracts in the NYSDOT's highway, transit, and airport financial assistance programs,
- To create a level playing field on which DBEs can compete fairly for Dot-assisted contracts,
- To ensure that the Department's DBE Program is narrowly tailored in accordance with applicable law,
- To ensure that only firms that fully meet the Department's DBE Program eligibility standards are permitted to participate as DBEs,
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts,
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients,
- To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurances stated below.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

**A. Disadvantaged Business Enterprise (DBE) Program.** The Federal statutory authority for the DBE Program is contained in the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240); the Transportation Equity Act of the 21st Century (TEA-21) Public Law 105-178; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law 109-59; the Moving Ahead for Progress in the 21st (MAP-21) Public Law 112-141; and the Fixing America's Surface Transportation (FAST) Act Public Law 114-94. New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

**B. DBE Goal.** Federal-aid contracts have a single DBE goal. The Department will monitor the Contractor's commitments towards the DBE goal and attainments in accordance with 49 CFR 26.

1. Established Goal. The contract participation goal for DBEs is established by geographic location and work type. The goal is stated in the proposal and remains in

effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the participation goal and shall meet the goal or demonstrate that it could not meet them despite its best efforts. Failure to provide commitments to meet the established goal for the contract or failure to meet the good faith efforts may be grounds for rejection of the bid as non-responsive.

2. Zero Percent Goal. If a zero goal for participation by DBEs is established, the Contractor shall promote the objectives of the DBE Program by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the Department's DBE Program.

**C. DBE Eligibility.** Only those DBE firms that are certified under the New York State Unified Certification Program are eligible under the DBE Program. Only the work, services or products provided by the DBE Firms under NAICS code(s) which the DBE is certified for, at the time the DBE enters into a contract with the Contractor, can be credited towards the contract goal. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. A directory of certified firms is available on the NYS Unified Certification Program website at https://nysucp.newnycontracts.com/.

**D. Counting DBE Participation Towards the DBE Goal.** The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the participation is a commercially useful function. A DBE prime contractor shall continue to provide opportunities for participation by other DBEs in all types of contracts and procurement activities. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function in accordance with federal regulations, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. *Subcontractors.* A Subcontractor is any individual, firm, or corporation to whom the Contractor, with written consent of the Department, sublets any part of the contract.

100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal, including the cost of materials and supplies purchased by the DBE, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.

2. *Manufacturers/Fabricators.* A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. A Fabricator is a firm that assembles, constructs, or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale.

100% of the cost of the materials or supplies from a DBE Manufacturer or Fabricator will be counted toward the DBE goal. Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation.

3. *Material Suppliers.* A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and

regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question.

60% of the cost of the material or supplies from a DBE Material Supplier will be counted toward the DBE goal. Equipment rental or leasing is considered to be a type of material supply activity and is credited at 60%. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier or broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

A Material Supplier who deals in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. A Material Supplier must take legal responsibility for the items at all times. This can be accomplished through delivery with their own trucks and/or long-term leasing agreements with third party vendors, but not on an ad hoc or contract-by-contract basis. While some items may be drop-shipped due to the specific needs in a contract, the supplier must ship from their place of business.

4. *Brokers/Manufacturer's Representatives.* A Broker/Manufacturer's Representative is a firm that arranges or expedites transactions for materials.

100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal, provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker/ Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

5. *Services.* A Service is a firm that provides an economic benefit, such as professional, technical, consultant, or managerial service, or provides bonds or insurance specifically required for the performance of the contract.

100% of the expenditure for fees charged by a DBE Service will be counted toward the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

6. *Trucking Firms.* A DBE trucking firm shall own and operate at least one fully licensed, insured, and operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible, and the arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The DBE trucking firm shall control the day-to-day DBE trucking operations and shall be responsible for: (1) negotiating and executing rental/leasing agreements; (2) controlling the work force; (3) coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) scheduling and dispatching trucks.

a. *DBE Owned/Leased Trucks.* 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use

of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. *Other DBE Trucks.* The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. *Non-DBE Trucks.* The DBE may obtain trucks from a non-DBE, including an owner-operator. The DBE that leases trucks equipped with drivers from a Non-DBE is entitled to credit for the total value of trucking operations provided by Non-DBE leased trucks equipped with drivers not to exceed the value of trucking operations on the contract provided by DBE trucks or leased trucks with DBE employee drivers. Additional participation by Non-DBE owned trucks equipped with drivers receives credit only for the value of the fee or commission that the DBE receives as a result of the lease arrangement.

The DBE may lease trucks without drivers from a Non-DBE truck leasing company. If the DBE leases trucks from a Non-DBE truck leasing company and uses its own employees as drivers, it is entitled to 100% of the total value of these trucking services.

**E. Commercially Useful Function.** A DBE's participation will only be counted toward meeting the DBE contract goal when it performs a commercially useful function. To be considered as performing a commercially useful function, a DBE shall be responsible for the execution of a distinct element of work on a contract and carry out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. This applies to all work performed by a DBE including Subcontractors, Manufacturers / Fabricators, Material Suppliers, Brokers / Manufacturer's Representatives, Services and Trucking Firms.

Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The Contractor shall not seek credit toward the goal through any arrangements or actions of others where the Contractor knows or should have known based upon evidence and circumstances present, that a DBE is not performing a commercially useful function.

1. *Work Force.* The DBE shall employ a work force (including administrative and clerical), separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE will not be allowed.

2. *Supervision.* All work performed by the DBE shall be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

3. *Materials.* DBE Subcontractors shall negotiate price, determine quality and quantity, order, install (where applicable) and pay for the materials(s) required to perform the work when material supply is included in their scope of work.

4. *Equipment.* DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. A DBE Subcontractor shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

Equipment a DBE Subcontractor purchases or leases from a Contractor or its affiliate will not be counted toward meeting the DBE contract goal. Should back charges result in DBE participation falling below the goal, the Contractor shall be required to backfill.

**F. Submission of Proposal.** In submitting a proposal, a Bidder declares that it shall make commitments to those qualified DBEs whose participation the Bidder submits to meet the contract goal. The Bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, brief description of work, and estimated commitment amount.

**G. Pre-Award Participation Package.** Within 5 calendar days after letting for Federal-Aid contracts, the Low Bidder shall submit a complete DBE Pre-Award Participation Package, as outlined below, to the Office of Construction using the Department approved civil rights reporting software, *Equitable Business Opportunity Solution (EBO)*. The DBE Pre-Award Participation Package shall include all the commitments identified in their proposal at the time of the letting. The time period is measured starting the day after the Letting, and if the last day is a Saturday, Sunday, State holiday or Federal holiday, the period is extended to the next day that State offices are open.

A commitment to a DBE is expressed as a dollar amount agreed to by both the Bidder and the DBE for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in EBO.

For each DBE Subcontractor, the Apparent Low Bidder shall indicate the contract pay item number(s) of the work to be performed in EBO. For those items of work where the DBE Subcontractor is performing less than 100% of a contract pay item, the Apparent Low Bidder shall explain, in writing, the scope of work to be performed by the DBE.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Apparent Low Bidder shall indicate the contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Apparent Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific Department contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Firm, the Apparent Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates. The Apparent Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Apparent Low Bidder shall provide copies of all lease agreements utilized by the DBE Trucking Firm.

If the Low Bidder meets or exceeds the established DBE goal(s) for the contract with commitments to certified DBEs, it is not necessary for the Low Bidder to submit documentation of good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its Good Faith Efforts in accordance with Section H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved AAP19 *D/M/WBE Schedule of Participation.*

After the Low Bidder has identified pre-award commitments to DBEs in EBO, each DBE shall acknowledge the commitment in EBO within 10 calendar days after letting.

**H. Good Faith Efforts.** If the Apparent Low Bidder fails to meet the DBE contract goal, the Department will evaluate the good faith efforts the Bidder made to obtain DBE participation to determine if the efforts are sufficient enough to recommend award of the contract. Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

If the Low Bidder has not met the DBE goal, it shall submit the AAP10 *D/M/WBE Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all forms of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that were not selected for participation, quotations submitted by non-DBEs that were selected for comparison, and an explanation for the Bidder's action in each case.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made.

Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. Securing participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYS Unified Certification Program (NYSUCP) shall be used to fulfill the established goal on Federal-Aid contracts.

2. Soliciting, at a minimum, certified DBEs in the appropriate geographic area:
   - For all work, soliciting certified DBEs within 75 miles of the contract location.
   - For trucking operations and equipment rental, soliciting certified DBEs within 75 miles of the contract location.

- For work such as guide rail, fencing, landscaping, work zone traffic control, survey, signs, permanent highway lighting, traffic signals, and intelligent transportation systems (ITS); soliciting certified DBEs within 150 miles of the contract location.
- For work such as pavement markings, manufacturers, fabricators, material suppliers, brokers, and services; soliciting certified DBEs within 300 miles of the contract location, or on an upstate or downstate basis.

3. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified D/M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.

The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the DBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with DBEs as evidence of good faith efforts, using the *Solicitation Log* as a continuing record.

4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

5. Providing interested DBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.

6. a. *Negotiating in good faith with interested DBEs.* It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and material suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. *Additional Costs.* The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however,

required to accept higher quotes from DBEs if the Department determines the price difference to be excessive or unreasonable.

7. a. *Not rejecting DBEs as unqualified.* The Bidder shall not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Bidder's efforts to meet the contract goal. Rejection of the DBE because its quotation for the work was not the lowest received is not considered good faith effort. Nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

   b. *Replacement Prices.* A prime contractor's inability to find a replacement DBE at the original price is not sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.

9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.

10. Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

11. Stating future commitments to use DBEs after contract award is not considered to be responsive to the contract solicitation requirements or to constitute good faith efforts.

***I. Pre-Award Approval.*** In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department must determine that the Bidder's good faith efforts were those that a bidder actively and aggressively seeking to meet the goal(s) would make given all relevant circumstances.

If the Department determines that the original Low Bidder has failed to meet the good faith effort requirements, before awarding the contract to a subsequent bidder, the Department will provide the original Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination.

***J. Administrative Reconsideration.*** The Apparent Low Bidder will have the opportunity to provide written documentation of Good Faith Efforts, or argument and to meet in person with the Department's reconsideration official upon notification concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal or make adequate good faith efforts to do so.

**K. Bidder's Failure to Comply with DBE Program Requirements.** The Department's acceptance of the Apparent Low Bidder's proposal is conditioned upon the Apparent Low Bidder's fulfillment of the DBE participation requirements. Failure by the Apparent Low Bidder to submit a complete DBE participation package within 5 calendar days after the proposal opening or failure to provide commitments to meet the established goal prior to award without adequate good faith efforts, may be grounds for rejection of the proposal as non-responsive and the deposit may be subject to forfeiture.

## CHANGED CONDITION CLAUSES

**DIFFERING SITE CONDITIONS.** 23 CFR 635.109(a)(1)

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party of the specific differing site conditions before the site is further disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the site conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination as to whether an adjustment to the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

**SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER.** 23 CFR 635.109(a)(2)

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, not customary, or not inherent to the construction industry) and the Contractor believes that it is due additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by circumstances beyond the control of and not the fault of the Contractor, its Suppliers or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether an adjustment to the contract is warranted. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract. No contract adjustment will be allowed unless the Contractor has provided the required written request for adjustment within the time prescribed.

**SIGNIFICANT CHANGES IN THE CHARACTER OF WORK.** 23 CFR 635.109(a)(3)

The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of work under the contract, whether such alterations or changes are in themselves significant changes in the character of work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made by the Department, either for or against the Contractor, in such amount as determined to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances: when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or when a Major Item of work, as defined elsewhere in the contract, is increased in excess of 125 percent, or decreased below 75 percent of the original contract quantity. Any allowance for a change in unit price shall apply only to that portion of work in excess of 125 percent of the original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

**REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.**

## DISPUTED WORK AND DISPUTE RESOLUTION

The term "dispute" shall mean a disagreement between the Contractor and the Department concerning a matter of contract performance or contract compensation. Dispute resolution may involve adjustments in compensation, adjustment of contract pay-items, the addition of new contract pay-items to the contract, and/or extension of time for performance. The Contractor shall continue the work during the pendency of the dispute.

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. The dispute resolution process may be undertaken at any time from the contract award to the issuance of the final payment by the Office of the State Comptroller. The dispute resolution process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract. The Contractor is encouraged, when initiating a dispute, to provide information concerning measures that may be taken to mitigate the damages.

Disputes of any nature shall be made in strict accordance with the contract provisions, including the notice and recordkeeping provisions. The Department reserves the right to modify specifications or delete portions of the work being disputed in order to mitigate damages.

A. ***Disputed Work***. If the Contractor is of the opinion that any work directed by the Engineer to be completed as contract work is extra work and not contract work, or that any order of the Engineer exceeds the requirements of the provisions of the contract, the Contractor shall provide the Department written notice and maintain records. After submitting the required notice, the Contractor shall complete its dispute submission in accordance with Section E. *Required Content of Dispute Submission.*

1. ***Determined to Be Contract Work***. If the Department determines that the disputed work is contract work and not extra work, or that the direction given to the Contractor and protested was proper, the Department will direct the Contractor to continue the disputed work and the Contractor shall promptly comply. The Contractor's right to further pursue a dispute for extra compensation or damages will not be affected in any way by the Contractor complying with the directions of the Department to proceed with the work, provided the Contractor continues to keep and submit daily records to document all labor, material and equipment used for disputed work in accordance with *Extra Work and Time Related Compensation.* Section C.1. *Daily Summary to the Engineer.*

2. ***Determined to Be Extra Work***. If the Department, determines that the disputed work is extra work and not contract work, or that a direction given to the Contractor and protested was not proper, then a contract adjustment will be made. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation.* The Contractor shall continue to maintain force account records until receipt of the change order approved by the Office of the State Comptroller. Documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in a change order which was disapproved) will be considered reimbursable. Eligibility for additional compensation shall cease upon notification of the disapproval of a change order.

B. ***Time Related Disputes***. The term "time related dispute" shall mean any dispute arising from any event which affects the scheduled time of performance. This paragraph is intended to cover all such events which include major deductions or increases to quantities of work,

suspension of work and cancellation of contract, and termination, as well as actions, forces or factors, such as "delay", "disruption", or "interference."

If the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall provide the Department will have no liability and no adjustment will be made for any damages which accrued more than 15 calendar days prior to the filing of written notice with the Engineer. The primary tool used to evaluate the time of performance is the Contractor's progress schedule. Department approval of a schedule or a revised schedule does not entitle the Contractor to a time extension or any time related damages. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation* Section D. *Time Related Dispute Compensation.*

**C. *Acceleration Disputes.*** The Contractor may not dispute costs associated with acceleration of the work unless the Department has given prior express written direction to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. Lack of express written direction on the part of the Department shall never be construed as approval.

If the Contractor does accelerate its work efforts pursuant to written direction from the Department, compensation will be made in accordance with *Extra Work and Time Related Compensation*-Section E. *Acceleration Compensation*. The Department, in determining whether any compensation is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

**D. *Review Time Periods for Disputes.*** After providing written notice, the Contractor shall, as soon as the information is available or ascertainable, provide the Engineer with a summary of its dispute contentions in accordance with Section E. *Required Content of Dispute Submission*, in sufficient detail so that the Engineer may make a determination. The Engineer will make an initial response, in writing, within 21 calendar days after the Contractor provides the dispute submission.

If a dispute is not resolved by the Engineer to the satisfaction of the Contractor, within 10 work days of receipt of the Engineer's written decision or the Engineer fails to reply within 21 calendar days, the Contractor shall notify the Regional Director, in writing, with a copy to the Engineer, of its contentions relative to the dispute.

If the dispute is not resolved by the Regional Director to the satisfaction of the Contractor, within 15 calendar days of receipt of the Regional Director's written decision or the Regional Director fails to reply within 30 calendar days, the Contractor shall notify the Commissioner, in writing, with copies to the Engineer and the Regional Director, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and the Regional Director and its rebuttal of their previous findings.

**1. *Disputes to the Commissioner Up to $50,000.*** For all disputes to the Commissioner of $50,000 or less, the Department will respond in writing within 45 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor will provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 15 calendar days after receipt of said additional documentation or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may

so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department shall schedule a meeting or conference. By agreement between the Department and the Contractor, such time periods may be modified.

2. ***Disputes to the Commissioner Over $50,000 to $250,000.*** For all disputes to the Commissioner over $50,000 and less than or equal to $250,000, the Department will respond in writing within 60 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 30 calendar days after receipt of said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such time periods may be modified.

3. ***Disputes to the Commissioner over $250,000 or of Undetermined Value.*** For disputes to the Commissioner over $250,000 or that have an undetermined value, the Department will respond in writing within 90 calendar days of receipt of the dispute. If any additional documentation supporting the dispute, or relating to the subject matter of the dispute, is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 60 calendar days after receipt of the said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 30 calendar days after the receipt of the Department's response, or within 30 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such times periods may be modified.

***E. Required Content of Dispute Submission.*** All disputes shall be submitted in writing to the Engineer and shall be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information shall be provided when such information is ascertainable by the Contractor:

***1. General.***

a. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
b. A copy of the notice of dispute for the specific dispute by the Contractor.
c. To the extent known, the name, function, and activity of each Department official, or

employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
d. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.
e. The identification of any pertinent documents, and the substance of any material communication relating to such dispute.
f. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
g. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

2. ***Time Related Dispute Submissions.***
a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
b. The documented process of establishing, maintaining and updating the progress schedule, showing when the delay occurred and how it affected the schedule, in accordance with the Progress Schedule or a CPM specification, if applicable.
c. The amount of additional compensation sought in accordance with Extra Work and Time Related Compensation Section D. *Time Related Dispute Compensation.*

3. ***Acceleration Dispute and Disputed Work Submissions.***
a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
b. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
c. The amount of additional compensation sought, and a breakdown of that amount shall conform to the requirements of *Extra Work and Time Related Compensation* Section B. *Force Account Work* except for acceleration disputes which shall conform to the requirements and categories specified in *Extra Work and Time Related Compensation*-Section D. *Time Related Dispute Compensation.*

**F. *Required Certification of Disputes Over $50,000.*** When submitting any dispute over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief,

2. That the amount of the dispute is based on sound engineering principles, is supported by sound mathematical and cost accounting principles and the dispute itself is in accordance with the terms of the contract, and accurately reflects what the Contractor in good faith believes to be the Department's liability; and,

3. That the dispute and the amount of the dispute is in full compliance with the Federal False Claims Act, 31 U.S. Code Section 3729, and New York State False Claims Act, NYS Finance Law Article XIII; and that the Contractor acknowledges that if determined to be in violation of these acts by a court of proper competent jurisdiction, such violating Contractor shall be subject to liability for a civil penalty, plus up to three times the damage the State sustains by such violation.

4. The certification shall be executed by:
   a. The Contractor, if the Contractor is an individual; or,
   b. A senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs, if the Contractor is not an individual.

G. ***Auditing of Records.*** A Contractor who has filed a dispute, or Subcontractor, Manufacturer, Fabricator or Material Supplier on whose behalf a dispute has been filed, shall have the following records available for audit at any time following the filing of such dispute, and shall cooperate with the auditors, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department and may begin on 15-day notice to the Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier as is appropriate. The Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder. In the event the Contractor fails to substantially furnish the required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed. The Contractor will be allowed to review the audit findings and will be allowed 30 calendar days to respond to any items disallowed by the audit.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to and true copies of the original, in whatever format the records are created/maintained, of the following documents:

1. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
2. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
3. Daily time sheets, superintendent diaries or log sheets and foreperson's daily reports.
4. Union agreements and reports, if any.
5. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
6. Payroll register, individual employee earnings records and payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
11. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
12. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
13. Subcontractor payment certificates.
14. Canceled checks (payroll and vendors).
15. Job cost ledger or report and job payroll ledger.

16. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
17. Cash receipts, cash disbursements journal, purchase journal, petty cash journal and supporting vouchers.
18. Audited and unaudited financial statements for all years during operations on this contract.
19. Documents which reflect the Contractor's actual overhead during the years contract work was performed.
20. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

H. ***Contract Closeout Process.*** A dispute, or a portion thereof, that has been previously submitted to the Department which remains unresolved to the satisfaction of the Contractor, may be submitted for Department review in connection with the closeout process. The records made, and recommendations or actions of a facilitator, a Dispute Review Board, or any other dispute resolution method, shall be off the record, non-binding, confidential, and may not be used in any future litigation.

1. ***Contract Closeout Meeting.*** If requested by the Contractor, the Department will schedule a contract closeout meeting with the Office of Construction in Albany. The contract closeout meeting process involves meeting(s) with the Contractor and its representatives and Department personnel to amicably resolve all remaining disputes of the Contract. In lieu of pursuing the closeout meeting process, the Contractor may elect to utilize the Gatekeeper process.

2. ***Claims.*** If any dispute, or portion thereof, remains unresolved following the meeting(s) or conference(s) and the payment of the final agreement, the Contractor may file a claim in the New York State Court of Claims in accordance with law and the provisions of the Contract.

**EXTRA WORK AND TIME RELATED COMPENSATION.**

The Contractor will be compensated for extra work by agreed price in accordance with Section A. *Agreed Price Work*, or by force account in accordance with Section B. *Force Account Work*.

***A. Agreed Price Work.*** Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Engineer and incorporated into a change order as the Department may deem them to be just and fair and beneficial to the State. An agreed price may be offered by the Contractor and accepted by the Engineer for a defined quantity of additional work. The Contractor shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the work. If a price has not been agreed to, in writing, prior to starting the work, the Contractor shall keep and submit daily records to document all labor, material and equipment used to complete the work in accordance with Section C.1. *Daily Summary*. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Department or the Office of the State Comptroller.

***1. Original/Adjusted Contract Bid Price.*** The original contract bid price, or the original contract bid price adjusted for documented increase or decrease in labor cost, material cost, equipment rate, mobilization, and/or site conditions.

***2. Weighted Average Price.*** The statewide or regional weighted average price (WAP) for a contract pay item for minimum of 3 contracts of similar type, quantity, and/or location of work over a one to two-year period; as shown in the Pay Item Catalog (PIC). The Engineer may adjust the WAP for documented increase or decrease in labor, materials, equipment, mobilization, and/or site conditions.

***3. Average of 3 Lowest Bidders.*** The average bid price for a contract pay item by the 3 lowest responsible bidders on the contract, including the Contractor, presented in the Tabulation of Bids. If less than 3 responsible bids were received, this option shall not be used.

***4. Price Analysis.*** A price analysis shall be based on an estimated breakdown of charges listed in Section B. Force Account Work, using the labor, equipment and other rates available when the agreed price is developed by the Contractor. The analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable in comparison with contract bid price work. Price analyses shall be submitted in a format acceptable to the Department. Price Analysis forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

The Contractor will be reimbursed for labor in accordance with Section B.1.a *Labor*. The Contractor will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Contractor will be reimbursed for materials in accordance with Section B.1.b *Materials*.

The Contractor will be reimbursed for equipment in accordance with Section B.1.c *Equipment*. Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Contractor will be reimbursed for required insurances in accordance with

Section B.1.d *Insurance*.

The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for extra work under an individual contract pay item or a single price analysis, of more than $5,000.

***B. Force Account Work.*** Where there are no applicable unit prices for extra work and agreed prices cannot be readily established or substantiated, the Contractor will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Contractor shall maintain and submit force account records in accordance with Section C. *Force Account Report*.

**1. *Contractor Costs.*** At the preconstruction meeting, the Contractor should provide the Engineer documentation supporting its insurance rates for the current period and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the work is performed.

a. *Labor.* Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(1) *Wages and Fringe Benefits.* The Contractor will be reimbursed for each worker separately at the actual payroll rate; an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Contractor shall obtain the approval of the Engineer for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Contractor is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification and cannot find other work on that day for that individual, the Contractor will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Department, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar

payments made to workers.

(2) *Standard Markups.* The Contractor will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate, initially 12.5%, may be modified by the Department via Official Issuance.

The Contractor will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 6.4%, may be modified by the Department via Official Issuance.

(3) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Contractor shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Contractor, additional differentials will be added to the Worker's Compensation insurance rate.

For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

The Contractor will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

b. *Materials.* Materials are necessary products incorporated in the temporary or permanent work. The Contractor will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Contractor or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with Section B.1.a. Labor and Section B.1.c. Equipment respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Contractor will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the work. Other small tools and tool/equipment supplies used or consumed in progressing the work are considered to be included in

overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for substantial salvageable material recovered.

c. *Equipment.* Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(1) *Mobilization Costs.* If the Contractor does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the extra work, the Contractor will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization include the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract bid price work.

(2) *Ownership Costs.* The Contractor will be reimbursed for its costs for providing equipment at the rates listed in the Cost Recovery software produced by Equipment Watch (hereafter referred to as Cost Recovery). The hourly ownership rates will reimburse the Contractor for all non-operating costs of providing equipment, including depreciation on the original purchase, costs of major overhaul repairs, facilities capital, normal risk insurance, property taxes, storage, licenses, security, record keeping, and mechanic's supervision.

The hourly ownership rate will be the Cost Recovery monthly rate divided by 176, multiplied by the rate adjustment factor for the equipment model year and then multiplied by the regional adjustment factor. If the Contractor has a piece of equipment remanufactured, rebuilt, or significantly altered, the rate adjustment factor may be modified, as documented by Equipment Watch.

For equipment required to be present and operating, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by the hourly ownership rate.

For equipment required to be present; dedicated exclusively to the force account, not available for mobilization elsewhere, and not used on contract bid price work that day; the Contractor will be reimbursed for the product of the remaining non-operating hours in the shift, multiplied by 50% of the hourly ownership rate.

Equipment that is not required to be present will not be eligible for reimbursement of non-operating hours. If the Engineer directs or agrees that equipment mobilized for the operation is no longer required to be present, the

Contractor may demobilize the equipment. If the equipment is demobilized, and subsequently determined to be required to be present, the Contractor will be reimbursed for remobilization.

For equipment without an operator that is designed to operate on a continuous long-term basis, such as a pump, portable variable message sign (PVMS), or temporary traffic signal, the Contractor will be reimbursed for a maximum of 176 hours a month.

Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed.

(3) *Operating Costs.* The hourly operating rate includes preventative and field maintenance, fuel, lubricants, and other operating expenses as outlined in Cost Recovery, not including consumables or the operator's wages. The Contractor will be reimbursed for the product of the number of hours of actual use multiplied by the hourly operating rate. No reimbursement for operating costs will be made for equipment that is not operating.

(4) *No Established Rate.* If rates are not established in Cost Recovery for a piece of equipment, the Contractor shall contact the Cost Recovery publisher, Equipment Watch to establish rates. If Equipment Watch will not establish rates, the Department, in coordination with the Contractor, may establish rates for ownership costs and operating costs for that piece of equipment consistent with its cost and expected life.

(5) *Maximum Ownership Costs.* The maximum amount reimbursed for ownership costs of equipment, is limited, on a contract basis, to the original purchase price as listed in the Equipment Watch Retail Rental software. The Contractor shall not exchange equipment for a similar item for the purpose of extending the maximum ownership cost. Exchange of equipment for an engineering or mechanical reason shall be approved by the Engineer, or the maximum ownership cost will be limited to that reimbursed for the original piece of equipment. If the ownership cost is limited by the original purchase price, the Contractor will continue to be reimbursed for the operating cost for hours of actual use.

(6) *Backup Equipment.* The Contractor will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Department in writing, to be present for specific critical work operations.

(7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Contractor in the performance of work shall be accounted for as a service charge in accordance with Section B.3. *Service Charges.*

d. *Insurance.* The Contractor will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of

payroll will be reimbursed that percentage of the portion of item Section B.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on of a percentage of gross sales will be reimbursed that percentage of the total of items in Section B.1.a. *Labor,* Section B.1.b. *Materials,* Section B.1.c. *Equipment*, Section B.1.e. *Overhead* and Section B.1.f. *Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.* Overhead will be defined to include the following:

(1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;

(2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Contractor to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;

(3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;

(4) Contractor's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;

(5) Administrative or other efforts required to maintain records and produce force account reports.

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.*

**2. *Subcontractor Costs.*** When the work is performed by a Subcontractor, the Contractor will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in Section B.1. *Contractor Costs*, plus an additional 5% for subcontract administration, and the Contractor's costs for insurance in accordance with Section B.1.d *Insurance.*

**3. *Service Charges.*** When work is performed by, and a fee is paid to a professional service, a work service, or an equipment owner/operator, the Contractor will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

**C. *Force Account Report.*** Payment for force account work will be made based on the

following reports. Reports shall be submitted in a format acceptable to the Department. Force Account MURK forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

If the Engineer or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Contractor's submission, he/she will promptly notify the Contractor.

1. ***Daily Summary.*** The Contractor shall deliver a daily summary of force account work to the Engineer in a format acceptable to the Department, not later than close of business on the workday following that for which the work is reported. The daily summary shall be dated and signed by the Contractor's authorized representative.

The Engineer's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Engineer will annotate the record as necessary, sign and date, and provide a copy to the Contractor.

The summary shall contain:

a. The contract number, other contract information, and the Contractor name/information.

b. A brief description of the work performed and the work location for that day.

c. A list of personnel by name, including the hours worked, and labor classification.

d. A list of materials used to indicate the quantity and nature. The cost shall be documented later by proper receipts.

e. A list of equipment used to indicate the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.

2. ***Labor Summary.*** If there is an approved Force Account Estimate, in order to receive progress payments, the Contractor shall deliver to the Engineer a summary of labor used on the work. The Contractor shall provide the Weekly Summary of Force Account Labor using forms provided by the Department, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, workers compensation percentage rates and limits, and/or other items necessary to calculate the amount due to the Contractor. Progress payments on the force account will not be made until the Contractor provides required documentation to the Engineer.

3. ***Force Account Report Submission.*** On completion of the specific force account work, the Contractor shall deliver to the Engineer a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Contractor's authorized representative. When the Contractor and the Engineer agree on the Force Account Report, the Engineer will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.

4. ***Force Account Review.*** The Regional Construction Engineer, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The Regional Construction Engineer will forward the change order to the Deputy Chief Engineer, Construction (DCEC). The DCEC, after review and approval, will forward the change order to the Office of the State Comptroller

(OSC) for review and filing. Only after filing by OSC may the Engineer begin to process contract payments based on the change order, as the work is completed.

**D. *Time Related Dispute Compensation.*** The Contractor will only be eligible for extra compensation for expenses or costs which are identified as compensable. In the event any legal action is instituted against the State by the Contractor due to any such dispute for additional compensation, whether due to time related dispute, delay, acceleration, breach of contract, or otherwise, the State's liability will be limited to those items which are specifically identified as compensable under Section D.1. *Recoverable Contractor Costs.* Nothing in this subsection is intended to create any liability of the State not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in the New York State Court of Claims. The remedies contained herein are exclusive.

**1. *Recoverable Contractor Costs.*** Only the following elements will be recoverable by the Contractor as "time related dispute compensation" provided they are actual, reasonable and verifiable. Any such adjustment will be made via change order. Escalated costs will include unanticipated higher or lower costs attributable, with appropriate credits, to the performance of work or portions of work in an extended time period due to extenuating circumstances beyond the control of the Contractor.

a. *Extra work.* The Contractor will be reimbursed for extra work required due to a time related dispute in accordance with Section B. *Force Account Work*, less any appropriate credit.

b. *Labor.* The Contractor will be reimbursed for documented escalated labor costs determined in accordance with Section B.1.a. *Labor.*

c. *Materials.* The Contractor will be reimbursed for documented escalated material costs determined in accordance with Section B.1.b. *Materials.*

d. *Equipment.* The Contractor will be reimbursed for documented escalated equipment costs less appropriate credits, determined in accordance with Section B.1.c. *Equipment.* The costs for idle equipment will be 50% of the ownership rate set forth in Section B.1.c. *Equipment.* Idle time shall not exceed 8 hours per day, 40 hours per week, or the annual usage hours established in the Equipment Watch Cost Recovery software. The Contractor will be reimbursed for backup equipment costs, in accordance with Section B.1.c.(6) *Backup Equipment.* Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed. No operating costs will be paid for idle equipment.

e. *Insurance.* The Contractor will be reimbursed for documented additional or escalated insurance costs during the extended period.

f. *Extended Contract Site Supervision and Management.* The Contractor will be reimbursed for documented additional or escalated contract site overhead costs during the extended period, including those for superintendents, project engineers, office engineers, CPM schedulers, clerical and other project level staff, but not including working forepersons. Allowable costs will include salary, Standard Labor Markup on salary, benefits not included in the Standard Labor Markup, and workers compensation insurance.

g. *Extended Contractor's Field Office Costs.* The Contractor will be reimbursed for

fees paid to service provider(s) during the extended period, for required Contractor's field office rental, utility charges, potable water, sanitation, cleaning, etc.

h. *Bond Costs.* The Contractor will be reimbursed for documented additional or escalated bond costs during the extended period.

i. *Home Office Overhead.* The Contractor will be reimbursed for home office overhead at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials.* The Contractor will be reimbursed for home office overhead at 10% of documented escalated equipment costs under Section D.1.d. *Equipment.* No home office overhead will be paid for idle equipment.

j. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*, except when Suspensions of Work Ordered by the Engineer applies, no profit will be allowed. The Contractor will be reimbursed for profit at 10% of documented escalated equipment costs under Section D.1.d. *Equipment*. No profit will be paid for idle equipment.

2. ***Recoverable Subcontractor Costs.*** When costs are recoverable by a Subcontractor as "time related dispute compensation," the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined above in Section D.1., an additional 5% of those costs for subcontract administration, and costs for Contractor insurances in accordance with Section D.1.e. *Insurance*.

3. ***Non-Recoverable Costs.*** In any dispute for time related compensation, the Department will have no liability for the following items and the Contractor shall make no claim for the following items:

a. Home office overhead in excess of that provided in Section D.1.i. *Home Office Overhead*;
b. Profit, in excess of that provided in Section D.1.j. *Profit*;
c. Loss of anticipated or unanticipated profit;
d. Labor inefficiencies and loss of productivity;
e. Consequential damages, including but not limited to interest on monies in dispute, including interest, which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on investment, or any resultant insolvency;
f. Indirect costs or expenses of any nature;
g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed the work in a satisfactory manner.
h. Attorney fees and dispute or claims preparation expenses.

**E. *Acceleration Compensation.*** The Contractor will be reimbursed for additional costs associated with acceleration directed by the Department in writing.

1. ***Recoverable Contractor Costs.*** The following elements will be recoverable by the Contractor as compensation for acceleration, provided they are actual, reasonable and verifiable. Recoverable costs include costs attributable, with appropriate credits, to the performance of work or portions of work during the original contract period, but at an accelerated rate, attributable to the Department's directed acceleration.

a. *Labor.* The Contractor will be reimbursed for additional labor costs, primarily the

premium portion of overtime;

b. *Materials.* The Contractor will be reimbursed for additional material costs, primarily costs for accelerated production and delivery costs or additional fabrication costs associated with a revised delivery schedule;

c. *Equipment.* The Contractor will be reimbursed for additional equipment costs, primarily costs for mobilization and demobilization of additional equipment required;

d. *Insurance.* The Contractor will be reimbursed for additional insurance costs, including Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be paid that percentage of the portion of item Section E.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on a percentage of gross sales will be paid that percentage of the total of items in Section E.1.a. *Labor*, Section E.1.b. *Materials*, Section E.1.c. *Equipment,* Section E.1.e. Overhead, and Section E.1.f.*Profit*.

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as acceleration compensation, the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined in Section E.1. *Recoverable Contractor Costs*, an additional 5% of those costs for subcontract administration, and the Contractor's costs for insurance in accordance with Section E.1.d *Insurance.*

**REQUIRED IN ALL FEDERAL AID CONTRACTS.**

## CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall enter complete and accurate electronic data for each month, not later than the 15th of the following month, using EBO. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

***A. Civil Rights Officer(s).*** The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the civil rights reporting software within 10 calendar days of any changes in these roles.

***B. Workforce Participation Plan.*** At the pre-construction meeting, the Contractor shall submit a AAP 35 *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over $10,000, together and coordinated with the contract progress schedule, that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department has reviewed and accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

***C. Equal Employment Opportunity (EEO) Monitoring and Reporting.*** The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor within the county, the Region, and/or the State. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to, the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

***1. Employee Utilization Data.*** The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding $10,000 to the Department on a monthly basis, not later than the 15th of the following month. Data shall be submitted showing the total hours for each payroll week, separately through the end of the last full payroll week for that month. A payroll week only partially in a month shall be submitted for the next month. Payroll weeks are determined based on the firm's established payroll end date. Data shall include employee name, gender, ethnicity, and hours worked by trade(s) and classification. Employment utilization percentages are determined using data from the start of work up to and including the month being reported. For the purpose of

determining utilization percentages, the hours of female and minority employment are tabulated separately, and attainment percentages are calculated separately.

***2. Federal-Aid Highway Construction Contractors Annual EEO Report.*** The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, reflecting the work force during all or any part of the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

***3. Monthly Training Progress Report.*** When training is required, the Contractor shall submit a monthly training progress report to the Engineer not later than the 15th of each month. In addition to each Monthly Training Progress Report, the Contractor shall provide the Engineer a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date. This summary shall be provided in sufficient detail to allow the Engineer to determine whether the hours in the previous period are qualified hours under this pay item.

***4. Contractor Compliance with EEO Requirements.*** If the Contractor fails to meet the EEO goal(s) for minorities or women, or demonstrate good faith efforts, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s), to demonstrate good faith efforts, or is in noncompliance with the nondiscrimination clauses, the Department may suspend additional contract payments, the Contractor may be directed to attend a hearing before the Contract Review Unit, or the Department may follow any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part.

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations. OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

***D. DBE Monitoring and Reporting.*** The Contractor shall utilize the DBEs committed to at pre-award to perform the work or supply materials for which each is listed. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs.

If the Contractor has not executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may not make commitments to use the firm on the contract as a DBE, and attainments will not be credited toward the contract goal.

If the Contractor has executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may continue to use the DBE on the contract in accordance with the executed subcontract, and attainments will be credited toward the contract goal. Any new or extra work performed by the ineligible DBE not covered under the scope of the original executed subcontract will not be credited toward the contract goal.

When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items

that are available for DBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract and conduct additional DBE solicitation.

If a Contractor, in order to meet the DBE contract goal or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, a DBE that does meet the eligibility criteria of 49 CFR Subpart D, the U.S. Department of Transportation may initiate suspension or debarment proceedings against that firm under 2 CFR Parts 180 and 1200.

***1. Report of Payments to Subcontractors and DBEs.*** The Contractor shall enter payment data into EBO for all Subcontractors and for all DBEs that are due a payment or have received a payment, within 14 days of receipt of payment from the Department, in order to measure DBE goal attainment and to monitor Contractor compliance.

The Subcontractor or DBE shall acknowledge receipt of payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the U.S. Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate $0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order(s) that have not been approved. The Subcontractor or DBE shall acknowledge receipt of final payment not later than 7 calendar days after receipt or by notification by the Contractor that a separate $0.00 entry indicating final payment was entered in the civil rights reporting software.

***2. Monitoring Commercially Useful Function (CUF) by DBEs.*** The Contractor shall monitor the work of the DBEs to ensure each performs a Commercially Useful Function and can be properly counted towards the Contractor's DBE commitments.

The Department will review the work, services or products provided by each DBE to verify the performance of a Commercially Useful Function. To determine whether a DBE has performed a Commercially Useful Function, the Department may also examine similar transactions, particularly those in which DBEs do not participate.

If the Department determines that some or all of a DBEs work does not constitute a commercially useful function only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

Upon request, each DBE Subcontractor shall provide additional documentation to the Engineer for the purposes of monitoring Commercially Useful Function. Such documentation may include, but not be limited to: confirmation that the workforce provided meets the requirements; a copy of purchase order(s) for all material incorporated into the work; and a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer.

Upon request, the Contractor shall provide a copy of a purchase order(s) for all material, supplies, articles, or equipment provided by a DBE Manufacturer, Fabricator, or Material Supplier and a copy of a purchase order(s) that details the work product(s) provided from each DBE Professional Service to the Engineer.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. For DBEs, commercially useful function determinations by the Department are subject to review by the Federal Highway

Administration (FHWA) but the determination may not be administratively appealed to USDOT.

***3. Revisions to DBE Participation.*** The Contractor shall obtain Department approval for substantial revisions in DBE participation prior to implementing any proposed change through submission of a revised AAP19 *DBE Schedule of Participation* using the Department approved civil rights reporting software. Unless approval for revision is granted, Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE participation to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the remaining amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s). Upon request, the Contractor shall provide documentation of good faith efforts within 7 days, which may be extended for an additional 7 days if necessary, at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE participation:

- Adding, removing or substituting a DBE.
- Adding new item(s) of work to a DBE within a core (3 digit) contract pay-item number not currently approved.
- Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.
- Changes in participation due to major differences between estimated quantities and actual work performed.

The following modifications will not be considered a substantial revision in DBE participation:

- Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same core (3 digit) contract pay-item number to a DBE.
- Substituting similar dollar values of work within a currently approved core (3 digit) contract pay-item number.
- Changes in participation due to minor differences between estimated quantities and actual work performed.

*a. DBE Program.* In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Participation plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the prime contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract,
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does

not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor,
• The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
• The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness,
• The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;,
• The Department has determined that the listed DBE is not a responsible contractor,
• The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal,
• The listed DBE is ineligible to receive DBE credit for the type of work required,
• A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract,
• Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

***4. Contractor's Compliance with DBE Program Requirements.*** If the Contractor fails to meet the DBE participation commitment(s), to exert a good faith effort, or otherwise fails to comply with the DBE Program requirements, the Department will take appropriate actions. Such actions may include, but not be limited to: suspension of contract payments; direction to the Contractor to attend a hearing before the Department's Contract Review Unit; or any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part of the contract agreement.

Where the Department determines that the Contractor is not in compliance with the requirements of the contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the DBE participation goal, the Contractor will be obligated to pay to the Department Liquidated Damages.

Such Liquidated Damages for failure to meet the DBE requirements shall be calculated as an amount equaling the difference between the amount committed to the DBEs by the Contractor at award and the amount actually paid to the DBEs for work performed or materials supplied under the Contract, not including any amount for work deleted by the Department or work which a DBE declined or failed to reasonably perform.

If a determination has been made which requires the payment of Liquidated Damages and such identified sums have not been withheld by the Department, the Contractor shall

pay such Liquidated Damages to the Department within sixty (60) days after they are assessed.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 26 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

***E. Compliance Reviews.*** The Department conducts annual civil rights contract compliance reviews of selected Federal-Aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

**REQUIRED IN ALL FEDERAL AID CONTRACTS.**

## MATERIAL ACCEPTANCE RECORDS.

Whenever any specification provides for Approved List, Material Certification or Manufacturer's Certifications as a Basis of Acceptance, the Department reserves the right to sample and/or test any material prior to incorporation in the work. Approved List shall mean the list which is current on the date of incorporation of material into the work. The Contractor may request reimbursement from the Department for additional costs for materials that were purchased after contract award and prior to the product being removed from the Approved list but are removed from the Approved list after contract award.

Some specifications reference a Manufacturer's Certification or a Material Certification as evidence of acceptability of specific materials or products. A Manufacturer's Certification can only be properly executed by the Manufacturer or Producer of the material or product. When manufactured products are subsequently modified by another party such as a Fabricator or provided by a Material Supplier other than the Manufacturer, an additional Material Certification from each party that modifies or takes ownership of the product prior to the installation of the material shall be provided in addition to all of the previous certifications.

**A. Material Certification.** When products are supplied by a Manufacturer, Producer, Fabricator, or Material Supplier, a Material Certification that includes the essential components outlined below shall be provided to the Engineer.

1. ***Identification of Manufacturer or Producer.*** Name of the company and address of its manufacturing or producing facility.
2. ***Identification of Material or Product.*** Generic name of the material or product and the corresponding Section 700 Materials and Manufacturing material code.
3. ***Identification of Shipment.*** Sufficient detail to describe the quantity contained in the shipment, the contract number and a date of shipment. A Material Supplier's Certification shall clearly indicate that the shipment is all or a portion of the quantity detailed on the accompanying Manufacturer's Certification.
4. ***Statement of Conformance.*** The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

   If the material in the shipment contains steel and/or iron, manufactured products, or construction materials, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements" (acceptable for steel/iron, manufactured products, and construction materials), "conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements (acceptable for steel/iron and manufactured products only) or "conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only)".

   If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.
5. ***Certification Execution.*** The certification shall be signed by a person authorized to legally bind the company, as indicated by statement or title/position. Notarization of the signature is not required.

**REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.**

## BUY AMERICA REQUIREMENTS

In accordance with 23 USC 313, 23 CFR 635.410, the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL), and Section 146 of the State Finance Law, permanently incorporated predominantly steel and/or iron materials/products, manufactured products, and construction materials shall be domestically produced.

***A. Control of Materials.***

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials shall be produced/manufactured in the United States as follows:

a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Construction materials includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. An article, material, or supply should not be considered to fall into multiple categories.

The Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

***B. Waivers.***

The Contractor may request a waiver if it can be demonstrated that:

a. the use of domestic steel and/or iron materials would be inconsistent with the public interest (a "public interest waiver"),
b. types of iron, steel, manufactured products, or constructions materials are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality (a "nonavailability waiver), or
c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

***C. Certifications.***

A Manufacturer's Certification is required to certify that the material/product is of domestic origin. Acceptable statements are: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*" (acceptable for steel/iron and manufactured products only) or "Conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only).

**REQUIRED IN ALL FEDERAL AID CONTRACTS.**

## USE OF UNITED STATES-FLAG VESSELS

In accordance with the Cargo Preference Act and 46 CFR 381, the requirements below apply to material, equipment, or commodities that are acquired for a specific Federal-aid construction contract and transported on ocean vessels (or transported across the Great Lakes). The requirements are not applicable to goods or materials that come into inventories independent of a specific Federal-aid construction contract.

A. The Contractor shall utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

C. The Contractor shall insert the substance of the provisions of this section in all subcontracts issued pursuant to the contract.

**REQUIRED IN ALL FEDERAL AID CONTRACTS.**

# LPM

# CHAPTER 13

# CIVIL RIGHTS REQUIREMENTS

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**NOTE:** **This Chapter has associated appendices and forms which can be found at www.dot.ny.gov/plafap.**

## 13.1 INTRODUCTION

This chapter is an overview of federal Civil Rights laws, rules, regulations, and presidential executive orders for locally administered federal aid transportation projects. It has always been the New York State Department of Transportation's (NYSDOT) policy to ensure equal opportunity and to prevent and eliminate discrimination in all of its activities. NYSDOT and project Sponsors share this compliance responsibility in meeting the requirements for federal Civil Rights law on locally administered federal aid transpiration projects. Other Chapters in the Procedures for Locally Administered Federal Aid Projects (PLAFAP), NYSDOT's Construction Administration Manual or CAM, the Highway Design Manual or HDM, and the Regional Local Project Liaison's (RLPL) direction provide more Civil Rights functional guidance.

## 13.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin. Specifically, 42 USC 2000d states that:

> *No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

As amended, Title VI includes other nondiscrimination statutes affording legal protection, which include protection on the basis of sex, age, and disability through Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) [sex], Age Discrimination Act of 1975 [age], and Section 504 of the Rehabilitation Act of 1973/Americans With Disabilities Act of 1990 [disability]. Taken together, these requirements define the Title VI program and requirements.

Title 23 ***CFR 200*** clarifies that programs and activities receiving federal financial assistance from the United States Department of Transportation (USDOT) are required to comply with Title VI requirements. This includes Sponsors who receive Federal Highway Administration (FHWA) funding through NYSDOT. As sub-recipients of federal financial assistance on locally administered federal aid transportation projects, Sponsors must have policies and procedures in place that address Title VI requirements.

### 13.2.1 Sponsor's Title VI Requirements

Title VI Assurance is a shared responsibility for all parties involved in delivering federal aid projects. For example, Sponsors must submit minority contracting information to the RLPL prior to awarding any contract and work with NYSDOT staff to assure data and process quality throughout the project delivery and construction processes. NYSDOT requires software reporting, currently in EBO or Equitable Business Opportunities software, to monitor construction contract payments and DBE goals, commitments, and attainments. The results go into NYSDOT's semi-annual Title VI Compliance Reviews and assist our regular monitoring efforts.

Sponsors are required to implement a system of procedures and actions for Title VI compliance, including:

- Developing Title VI Assurances and a Title VI Policy Statement identifying a Title VI Coordinator, also known as the Sponsor's Responsible Local Official (RLO).
- The RLO must have a responsible position in the Sponsor's organization and have 'easy access' to the agency's leadership.
- Notifying all departments in the Sponsor's organization of the Title VI Coordinator's responsibilities for initiating and monitoring Title VI activities.

- Developing procedures for processing external discrimination complaints.
- Notifying NYSDOT of any external discrimination complaints and lawsuits.
- Providing accommodations for Limited English Proficient (LEP) persons as needed.
- Ensuring nondiscrimination in the Sponsor's public participation process.
- Collecting and analyzing data to ensure nondiscrimination in the Sponsor's policies, programs, and activities.
- Ensuring that contracts contain the appropriate Title VI contract provisions.
- Ensuring non-discrimination in contract awards.

The Title VI Coordinator's or RLO's responsibilities include:

- Identifying DBE goals and commitments during the contract pre-award phase and completing the award package and certifications detailed in Chapter 14.
- Assisting program personnel with Title VI problems or any discriminatory practices in the contracting and construction processes by monitoring contract to progress up to contract completion and closeout as outlined in Chapter 15.
- Take appropriate action when notified by NYSDOT of any potential Title VI problems or discriminatory practices.
- Being the point of contact for Title VI implementation and monitoring of programs. Work with industry to meet DBE and EEO goals including Good Faith Efforts or GFE when needed. The Sponsor should post explanations, exceptions, and requests for additional GFE information, under 'Notes' in EBO.
- Ensuring that Title VI requirements are included in any internal policy directives and procedures.
- Implementing procedures for the prompt processing of Title VI external discrimination complaints
- Attend training, and assure sponsor's staff has adequate training, on Title VI and other nondiscrimination activities as needed.
- Coordinating the development and implementation of any needed Title VI and related statutes training programs.
- Developing Title VI information for public dissemination, and where appropriate, in languages other than English.

Sponsors shall prohibit discrimination during all phases of the work, whether directly or through their consultants and contractors, by monitoring and managing the work for compliance. Some discriminatory examples may include:

- Denying program services, financial aid, prompt payment, or other benefits.
- Providing different program services, financial aid, or other benefits; or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program service, financial aid, or benefit.
- Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any program service, financial aid, or other benefits.
- Denying persons, the opportunity to participate as a member of a planning, advisory, or similar body; or
- Denying persons, the opportunity to participate in any program or activity that receives Federal financial assistance.

Sponsors have the option of:

- Adopting by resolution NYSDOT's own Title VI Plan (see Appendix 13-5 Title VI Plan).
- Developing their own Title VI Plan using Appendix 13-5 as a guide.

The State-Local Agreement (SLA) contractually obligates the Sponsor to ensure that all federal civil rights laws, rules, regulations, and presidential executive orders are adhered to in *all* of their policies, procedures, programs, and activities.

### 13.2.2 Title VI Complaints

The Sponsor shall develop procedures for prompt processing and disposition of external Title VI Discrimination Complaints. The Sponsor's Title VI Coordinator or designee shall conduct a preliminary inquiry to determine the validity and jurisdiction of the complaint, including reasonable attempts to resolve all complaints at the lowest administrative level. Any person who believes that they have been discriminated against based on their race, color, national origin, sex, age or disability in a program, activity, or service may file a complaint with the Sponsor or an agency funded through the Sponsor.

The complaint may be filed by the individual or their representative. A complaint must be filed no later than 180 days after the date of the alleged act of discrimination. Copies of all Title VI Discrimination Complaints received by the Sponsor must be forwarded to NYSDOT's Office of Civil Rights, with a copy sent to the Regional Local Project Liaison (RLPL). If the complainant is not satisfied with the Sponsor's investigation or the resolution of the complaint, the complainant may follow-up directly with NYSDOT's Office of Civil Rights.

Examples that demonstrate compliance include:

- Written procedures for processing and investigating external discrimination complaints
- External discrimination complaints filed under Title VI against the Sponsor in which the Sponsor or its sub-recipient is named as the respondent. (Complaints should be forwarded to NYSDOT's Office of Civil Rights for investigation within 10 calendar days.)
- Complaint log or method to track complaints that identifies:
    - Each complainant by race, color, sex, and national origin
    - The recipient of the complaint
    - The nature of the complaint
    - The date(s) the complaint was filed and the date the investigation completed
    - The disposition
    - The date of the disposition

Other pertinent information:

- Methods to distribute external discrimination complaint handling procedures to agency personnel
- List of personnel trained in handling external discrimination complaint investigations and the training they attended
- Methods for making the public aware of the procedures for filing a discrimination complaint, such as information on an external Web site or brochure
- External discrimination complaint form

### 13.2.3 Title VI Program Reviews

In accordance with ***23 CFR 200.9(b)***, NYSDOT must conduct Title VI program reviews of sub-recipients, including Sponsors. The purpose of the program reviews is to evaluate the Sponsor's programs, policies, procedures, contract specifications, manuals, etc. in order to ensure compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended. Sponsors should summarize how they monitor nondiscrimination in their relevant programs and activities, which could include the following program areas:

- Planning
- Project Development (Design)
- Right-of-Way
- Construction
- Public Involvement
- Research

Formalized reviews must be conducted externally on sub-recipients of federal funds. Sub-recipients include all sponsor agencies through which NYSDOT passes Federal funds, including local agencies, colleges, universities, and MPOs. Because 59% of federal aid projects were delivered by local Sponsors in 2013, this represents a large portion of NYSDOT's program, making this an important process.

> Title ***23 CFR 200.9(b)(7)*** *Conduct Title VI reviews of cities, counties, consultant contractors, suppliers, universities, colleges, planning agencies, and other recipients of Federal-aid highway funds.*
> *(13) Establishing procedures for pre-grant and post-grant approval reviews of State programs and applicants for compliance with Title VI requirements; i.e., highway location, design and relocation, and persons seeking contracts with the State.*

These formalized compliance reviews are a critical component of a Title VI program, not just because they are required by ***23 CFR 200.9***, but because they are the primary mechanism for assuring nondiscrimination in internal NYSDOT functions and sub-recipients. NYSDOT's program review of Sponsors will consist of formal reviews conducted by the Office of Civil Rights. Staff from NYSDOT's Office of Civil Rights will initiate and conduct the review after notifying the Sponsor. The RLPL will be copied on all correspondence concerning Title VI program reviews.

## 13.3 AMERICANS WITH DISABILITIES ACT (ADA)

Section 504 of the 1973 Rehabilitation Act (***Public Law 93-112***) prohibits discrimination on the basis of disability in federally assisted programs. Section 504 requirements for the U.S. Department of Transportation (USDOT) are covered in ***49 CFR Part 27***, nondiscrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance. The Americans with Disabilities Act (ADA, 1990, ***Public Law 101-336***) is a broader civil rights statute that prohibits discrimination against people with disabilities in all areas of public life.

Sponsor's Oversight Responsibilities must:

- Ensure all municipal departments are informed of their responsibilities to provide accessibility in their activities, programs, services, and facilities (i.e. department's public rights-of-way)
- Ensure the Sponsor and its sub-recipients are applying appropriate accessibility standards to their transportation facilities as defined in NYSDOT's Highway Design Manual (HDM).
- Ensure that all complaints filed under Section 504 and/or the ADA are processed in accordance with established complaint procedures
- Ensure that their ADA Transition Plan is in place and updated per Section 13.3.3 ADA Transition Plan.

### 13.3.1 Nondiscrimination

Title ***49 CFR 27.7*** requires all programs, services, and facilities are made available to and usable by persons with disabilities. The ADA requires public facilities and programs to be accessible regardless of the funding source. The Act also requires effective communication with persons with disabilities, and state and local governments must respond to their requests. Communication venues and media (public meetings, announcements, publicity, etc.) must also be accessible. Any public meetings or outreach during project development shall comply with Title 49 requirements.

### 13.3.2 Self-Evaluation

Title ***49 CFR 27.11*** requires federal aid recipients and subrecipients to conduct self-evaluations of policies, practices, and programs for compliance with ADA.

Title ***28 CFR 35.105*** is the USDOJ Title II regulation and requires public entities (whether or not they are the recipient of federal aid) to evaluate their current programs, services, and activities, and to make the self-evaluation available for public comment. A template for self-evaluation, the ADA Transition Plan Checklist, can be found in Appendix 13-2.

### 13.3.3 ADA Transition Plan

Title ***28 CFR 35.150(d)(1)*** requires "a public entity that employs 50 or more persons" to prepare an *ADA Transition Plan* identifying non-compliant pedestrian routes and facilities in the municipal Sponsor's public right-of-way. ADA Transition Plans shall also include a plan and schedule for corrective action. Failure to create and maintain an ADA Transition Plan may result in an entity's ineligibility to receive federal funds.

If a public entity employs fewer than 50 persons, the entity need only conduct self-evaluations (see section 13.3.2).

The ADA Transition Plan should include detailed information about, the condition of the Sponsor's pedestrian accessible route network, a list of the physical barriers that limit accessibility on pedestrian facilities, and the schedule to correct any noncompliance; this should include identifying the party responsible for planning the corrective action to ensure all Sponsor facilities are accessible to individuals with disabilities. The completed ADA Transition Plan must also be made available for Public Comment. Reference ***28 CFR 35.150(d)(3)(i-iv) and (d)(1)***.

NYSDOT developed Appendix 13-2, ADA Transition Plan Checklist, and Appendix 13-3 ADA Transition Plan (fillable forms), to assist Sponsors in preparing their ADA Transition Plans. Sponsors are strongly encouraged to use the ADA Transition Plan Checklist in Appendix 13-2 as a guide when preparing their own ADA Transition Plan.

NYSDOT has developed its ADA Transition Plan, which includes an inventory of sidewalks and curb ramps alongside state-owned transportation infrastructure, and a rating for accessibility of each. NYSDOT continues to update this inventory as it completes capital work at these locations as well as periodically refreshes the statewide inventory.

NYSDOT may construct sidewalks, curbs, and curb ramps alongside State highways located in Villages (NYS Highway Law Section 46), Towns (NYS Highway Law Section 140), and Cities (NYS Highway Law Section 349-c); however, under the statutory provisions granting NYSDOT such authority, respective Villages, Towns and Cities are responsible for repairing and maintaining sidewalks, curbs, and curb ramps in their respective municipality. Maintenance

includes both preventive and corrective maintenance. For further information, consult the applicable Highway Law Sections provided above.

When NYSDOT alters a State highway that provides pedestrian access, NYSDOT must design and construct the State highway in such a manner that a barrier to the usability of the streets by a protected class (individuals with disabilities) is not created or retained. (***See 28 CFR 35.150, 35.151(b and i)***). If NYSDOT does not alter the State highway, it remains the municipality's legal responsibility to comply with applicable ADA accessibility requirements.

A Sponsor's ADA Transition Plan shall include a list of locations with physical barriers that limit the accessibility of programs, activities, or services within its jurisdiction, including those identified alongside State highways. However, to ensure a clear understanding of anticipated and upcoming NYSDOT capital work, municipalities should discuss the State inventory and NYSDOT plans with the Regional Local Project Liaison (RLPL).

The Sponsor's completed ADA Transition Plan must be made available for Public Comment. For more information regarding ADA Transition Plans, contact the RLPL.

### 13.3.4 Design and Construction

Sponsors must comply with ADA accessibility standards for all facilities they construct, maintain, monitor, or upgrade. Compliance applies to all projects classified as new construction, reconstruction, rehabilitation, or repair, as well as any work undertaken by the Sponsor's forces. Therefore, existing and proposed pedestrian facilities in a public right-of-way must be provided. The applicability of design and construction standards are addressed in Chapter 9 of this manual.

The Department of Justice and the Federal Highway Administration clarified in the 2013 DOJ/DOT Joint Technical Assistance Informal Guidance Document (https://www.ada.gov/doj-fhwa-ta.htm) that "pavement alteration" activities require a Sponsor to address compliance, and distinguished between "pavement maintenance" activities which do not require such compliance. This guidance further clarifies this requirement stating that whenever a "pavement alteration" is made to a street, roadway, or highway, curb ramps must be provided at locations where there are curbs or other barriers restricting access to sidewalks or other pedestrian walkways. Examples of **"pavement alterations"** include additions of new asphalt layers, in-place recycling, micro-surfacing/thin lift, mill and fill overlays, open-graded surface courses, cape seals, new construction, rehabilitation, and reconstruction. Curb ramps and detectable warnings are required to be installed before or during the "pavement alteration" project. Examples of "pavement maintenance" include crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub seals, joint crack seals, dowel bar retrofits, spot locations of high-friction surface treatments, diamond grinding, or pavement patching. See NYSDOT Highway Design Manual (HDM) Chapter 7 and Chapter 18 and the DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental for more guidance.

## 13.4 ENVIRONMENTAL JUSTICE (EJ)

***Presidential Executive Order (EO) 12898***, *Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations,* directs each Federal agency to identify and address, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States. ***23 CFR 450*** requires States and Metropolitan Planning Organizations (MPOs) to seek out and consider the needs of those traditionally underserved by

existing transportation systems, including, but not limited to, low-income and minority households. There are three fundamental Environmental Justice principles:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health or environmental effects, including social and economic effects, on minority populations and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

Sponsors must consider EO 12898, along with existing requirements under Title VI of the Civil Rights Act of 1964, and other statutes and regulations, during project development so that the interests and well-being of minority populations and low-income populations are considered during transportation decision making, including alternative analysis and project selection. For more information concerning Environmental Justice, contact NYSDOT's Office of Civil Rights.

## 13.5 LIMITED ENGLISH PROFICIENCY (LEP)

***Presidential Executive Order 13166*** *Improving Access to Services for Persons with Limited English Proficiency,* contains two major initiatives. The first is designed to better enforce and implement Title VI, which prohibits recipients and sub-recipients of federal financial assistance from discriminating based on national origin by, among other things, failing to provide meaningful access to individuals who have Limited English Proficiency. The second initiative requires all federal agencies to meet the same standards as federal financial assistance recipients and sub-recipients by providing meaningful access to federally funded programs. Put simply, Sponsors and the federal government must provide materials in other languages or translate at meetings when individuals have Limited English Proficiency.

Sponsors shall consider implementing the following to demonstrate LEP compliance:

- Written translation of the agency's vital documents
- Language Implementation Plan
- Bilingual staff for translation
- Language needs assessments or efforts to consider the following:
    - The number or proportion of LEP persons in the eligible service population
    - The frequency with which LEP individuals come in contact with the Sponsor's programs or activities
    - The program's importance, activity or services provided by the Sponsor
    - The resources available to the Sponsor and the costs

The resources available to the Sponsor and the costs:

- Translated external Web site
- Methods to provide oral interpretation either in person or via telephone interpretation services and the procedures used by staff to access those services
- Training attended by staff that focused on helping staff better communicate with LEP persons
- Notices detailing the Sponsor's Title VI obligations and complaint procedures that have been translated into languages other than English:
- Notification to Limited English Proficiency customers of the availability of language services
- Monitoring and evaluation of efforts to provide language access

Outreach materials, including public hearing announcements, *must* be made available in languages understood by the affected population. Public hearings should be held at locations that are both geographically and structurally accessible. Public announcements should indicate that accommodations, to the extent possible, will be provided for individuals with disabilities and populations with LEP; and, if requested, spoken and sign language interpreters and alternately formatted materials will be provided at no cost. NYSDOT maintains LEP maps of New York State which can be used by Sponsors to assist them in identifying the LEP communities in their jurisdiction; and, the languages into which materials must be translated or for which interpreters are needed. For more information concerning NYS LEP maps, contact NYSDOT's Office of Civil Rights at (518) 457-1129.

## 13.6 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Federal aid Highway Act of 1968 [***23 USC 140(a)*** and ***23 CFR 230]*** ensure nondiscrimination in employment on the basis of race, color, creed, or national origin on any federally aided projects. Sponsors are required to include EEO provisions in all their federal aid construction contracts -- contained in Form FHWA 1273, *Required Contract Provisions Federal Aid Construction Contracts*, which must be incorporated in the contract proposal. EEO provisions are contained in the EEO section of Appendix 12-1 Construction Contract Proposal Package; the Contract Award process in Chapter 14; and the Contract Administration process in Chapter 15.

For federally aided projects, Sponsors must identify employment goals for each specific contract. These goals are contained in the Special Notes, *Goals for Equal Employment Opportunity Participation*, in the contract proposal. Contractors are required to submit workforce data to Sponsors during the performance of their construction contracts. Employees and work hours must be entered into EBO on a weekly basis. Sponsors shall review EEO reporting and compare to a certified payroll and payroll audit, with the RLPL also monitoring to ensure compliance. EEO goals and attainments are also monitored by both the RLPL and Sponsor.

## 13.7 TRAINING

Training is one of the Civil Rights activities which may be used to address the under-utilization of minorities, females, and economically disadvantaged persons in highway construction and engineering contracts. Should a Sponsor wish to include a training requirement, it must develop its own provision in accordance with ***23 CFR 230.111***; the provision must be reviewed and approved by both NYSDOT and FHWA. Only FHWA-approved On-the-Job Training (OJT) programs or NYS Department of Labor (NYSDOL)/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. NYSDOL should be contacted for questions about registered apprenticeship programs. The review and approval process is extensive; therefore, appropriate time should be budgeted for the approval process. NYSDOT has online training available upon request. An overview of FHWA's Civil Rights Program for Local Public Agencies including training videos may be found at http://www.fhwa.dot.gov/federal-aidessentials/index.cfm.

## 13.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Title ***49 CFR 26.45*** requires NYSDOT to submit a programmatic DBE plan to the USDOT. NYSDOT's DBE plan is available at https://www.dot.ny.gov/main/business-center/civil-rights. Sponsors must use NYSDOT's approved DBE Program Plan or develop their DBE Program Plan (in accordance with ***49 CFR 26.45***) which must be reviewed and approved by both NYSDOT and FHWA. The review and approval process is extensive; therefore, an appropriate amount of time needs to be allocated for review and approval.

Only firms certified through the New York State Unified Certification Program (NYSUCP) as DBEs may be used to fulfill DBE utilization goals set on federal aid contracts. The NYSUCP DBE Directory is the sole resource for identifying DBEs. The Directory is located at https://nysucp.newnycontracts.com/. Firms not certified as DBEs can obtain an application for certification from any of the Certifying Partners listed on the Directory's home page. NYSDOT does not pre-qualify nor recommend particular firms for utilization.

### 13.8.1 DBE Contract Requirements / Establishing DBE Plan and Goals

#### 13.8.1.1 Consultant and Professional Services

13.8.1.1.1 Architectural & Engineering (A&E) Consultant Contracts

All A&E consultant contracts should encourage utilization. The Project Manager shall monitor DBE participation as the project progresses. The prime consultant shall report attainment data to the Sponsor each time a payment request is submitted. For consultant selection procedures, see Chapter 6.

13.8.1.1.2 Non-Architectural & Engineering (Non-A&E) Consultant Contracts

For non-A&E contracts such as real estate, legal, accounting, auditing, and public relations, the Sponsor in coordination with the RLPL will determine the DBE goal during the final stages of drafting the Request for Proposals (RFP). This goal is based on the value of the contract, the type of work involved that could be subcontracted, and the availability of DBEs to accomplish the work, as determined by NYSDOT's methodology (see NYSDOT's DBE Program Plan). Attainment data shall be reported by the prime consultant to the Sponsor each time a payment request is submitted using NYSDOT's approved Civil Rights reporting software.

#### 13.8.1.2 Construction Contracts

NYSDOT's website has established DBE construction contract goals and instructions at https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-21/dmwbe-goals. The minimum thresholds for DBE goal inclusion is either $500,000 or $1,000,000 based on the Engineer's Estimate (EE) and the contract's scope and location. Contracts less than $500,000 will have a zero DBE goal unless otherwise specified by the Local Programs Bureau. Contractors shall encourage DBE participation on these zero goal projects as described in NYSDOT's Standard Specifications Section 102-12.

### 13.8.2 DBE Goal Modification Process

Sponsors may request a modification to DBE goals. A modification can be an increase, reduction, or exemption. Increases might be appropriate for those projects with additional opportunities for DBE participation due to the variety of operations or magnitude of the project. Conversely, a reduction or exemption could be sought for projects with no significant opportunities for DBE participation, perhaps due to being specialized in nature with few pay items. The Sponsor must make a written request to the RLPL prior to contract advertisement, but preferably before contract document review and approval. The Sponsor must include a detailed analysis with calculations and supporting documentation justifying the request on Form C-258 Disadvantaged/Minority/Women's Business Enterprise Goals: Exemption or Reduction in Goal(s) Request. Refer to HDM Chapter 21, *Contract Plans, Specifications, and Estimates.*

The DBE goal modification must be reviewed and approved by both NYSDOT and FHWA. The review and approval process is extensive; therefore, an appropriate amount of time needs to be allocated for review and approval. The revised DBE goal must be included in the project's

advertisement, proposal, and contract (see Chapter 14 for guidance).

### 13.8.3 DBE Goal and Good Faith Efforts (GFE)

The DBE goal is expressed as a percentage of the total award amount. The goal is stated in the bid proposal and remains in effect throughout the life of the contract. Failure to commit to meeting the established contract goal or to demonstrate Good Faith Efforts (GFE) may be grounds for rejection of the bid. In executing the contract or bid documents, the bidder is declaring acceptance of the goal and shall meet the goal or demonstrate GFE to do so during the Post-Award phase. Further details concerning GFE's can be found in Chapter 14 and the CAM.

## 13.9 PROMPT PAYMENT

The Sponsor is responsible for ensuring all consultants and contractors comply with the prompt payment contract requirements in ***49 CFR 26.29***. These requirements must be included in the Sponsor's contract specifications. The Sponsor is responsible for quality control monitoring of prompt payments using EBO and other means with the RLPL's providing quality assurance monitoring and enforcement.

While ***49 CFR 26.29*** requires payment to subcontractors within 30 days, New York State and General Municipal Laws are more stringent. Specifically, NYS Finance Law Article 9, Section139-f, and NYS General Municipal Law, Section 106-b, require prime consultants and contractors to pay their subconsultants/contractors and their various vendors within seven (7) calendar days of receipt of payment from the public owner, e.g., the project Sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed (see Chapters 6 and 12).

## 13.10 FEDERAL REPORTING REQUIREMENTS

Consultants and contractors are required to submit data to Sponsors primarily by using NYSDOT's Civil Rights reporting software, i.e., EBO. Sponsors are required to ensure that consultants and contractors submit timely, accurate, and complete data. This will enable NYSDOT to submit timely, accurate, and complete federal reports that include all federally aided contracts in New York State as required by federal regulations. Tables 13-1 and 13-2 in the Appendices summarize the Civil Rights data that consultants and contractors must report to Sponsors. A Sponsor's failure to ensure timely, accurate and complete reporting of Civil Rights data will result in a loss of federal aid. All data must be entered prior to project final acceptance by the Sponsor.

## 13.11 CONTRACT COMPLIANCE REVIEWS

The Sponsor must conduct Civil Rights monitoring on all federal aid construction contracts. The Sponsor may be directed to perform a comprehensive construction contract compliance review in accordance with ***23 CFR 230 Subpart D***. The procedure and forms for the construction contract compliance review process are found in the Contract Administration Manual (CAM), Section 98 and can be accessed at,
https://www.dot.ny.gov/main/business-center/contractors/construction-division/construction-repository/CAM_Sect98.pdf.

## 13.12 FINAL REPORTS – CONTRACT CLOSE-OUT

Sponsors must ensure that all required Civil Rights data is in NYSDOT approved Civil Rights reporting software EBO prior to contract closeout. Failure to ensure timely, accurate, and complete data may jeopardize federal reimbursement and future federal aid.

## 13.13 NON-COMPLIANCE WITH FEDERAL CIVIL RIGHTS REQUIREMENTS

By signing the State-Local Agreement (SLA), the Sponsor becomes contractually obliged to ensure all Civil Rights laws, rules, regulations, and federal executive orders are adhered to in contracts with its consultants and contractors. Failure by the Sponsor to carry out its responsibilities under, and to comply with, federal civil rights requirements will result in a loss of federal aid by one of the following options: non-reimbursement, administrative disallowance, or, Federal-Aid Ineligibility Notice (FAIN).

## 13.14 REFERENCES

**Federal Laws and Regulations and Guidance**

23 USC.140(a) (Nondiscrimination)
23 CFR 200.9(b) (State highway agency responsibilities)
23 CFR 230 (External Federal Highway Programs)
23 CFR 230.111 (Implementation of special requirements for the provision of on-the-job training)
23 CFR 450 (Planning Assistance and Standards)
28 CFR 35.105 (Self-evaluation)
28 CFR 35.150(d)(1)(3)(i-iv) (Existing facilities)
28 CFR 35.151(b)(i) (New Construction and Alterations)
49 CFR 26 (Disadvantaged Business Enterprises, (DBE))
49 CFR 26.45 (How do recipients set overall goals?)
49 CFR 26.29 (What prompt payment mechanisms must recipients have?)
49 CFR 27.7 (Discrimination prohibited)
49 CFR 27.11 (Remedial and voluntary action and compliance planning)
Title VI of the Civil Right Act of 1964
Section 504 of the 1973 Rehabilitation Act
Americans with Disabilities Act of 1990 (ADA)
Presidential Executive Order (EO) 12898 (Environmental Justice)
Presidential Executive Order (EO) 13166 (Limited English Proficiency (LEP))

**State Laws, Regulations, and Guidance**

NYSDOT Highway Design Manual, Chapter 21
NYSDOT Contract Administration Manual (CAM), Section 98
NYS General Municipal Law, Section106-b
NYS Finance Law, Article 9, Section139-f
NYSDOT DBE Plan
NYSDOT LEP Maps

# CHAPTER 13

## APPENDICES

# APPENDIX 13-1

# SUMMARY OF CIVIL RIGHTS REPORTING REQUIRMENTS

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**Table 13-2 Summary of Civil Rights Reporting Requirements – Construction Agreements 5**

| Table 13-1 Summary of Civil Rights Reporting Requirements – Consultant Agreements | | | | | |
|---|---|---|---|---|---|
| | **Form #** | **Form Name** | **Submission** | **Source** | **Comments** |
| **Pre-Designation** | | DBE Utilization | Expression of Interest | Prime | List DBEs and respective tasks/scope of work |
| **Post-Designation** | AAP7LL | Summary of Consultant Payments to Subconsultants | Each Invoice | Prime | Entered into EBO |
| | AAP15LL | Designation of CR Representatives | Scope of Services Meeting; Revisions | Prime/ Subs | |
| | AAP26LL | Monthly Training Progress Report | 20th of the following month | Prime | If applicable |

| Table 13-2 Summary of Civil Rights Reporting Requirements – Construction Contracts | | | | | |
|---|---|---|---|---|---|
| | **Form #** | **Form Name** | **Submission** | **Source** | **Comments** |
| Pre-Award | AAP10LL | DBE Solicitation Log | 7 days after bid opening | Prime | Provide if DBE Goal is not met |
| | AAP15LL | Designation of CR Representatives | 7 days after bid opening | Prime/ Subs | Not required for Material Suppliers; entered into EBO |
| | AAP19LL | DBE Schedule of Utilization | 7 days after bid opening | Prime | Entered into EBO |
| | AAP20LL | DBE Utilization Worksheet | 7 days after bid opening | Prime | Entered into EBO |
| | AAP23LL | Pre-Award DBE Trucking Commitment Info | 7 days after bid opening | Prime | Provide if trucking is utilized; entered into EBO |
| | AAP22LL | Pre-Award DBE Material Supplier Commitment Info | 7 days after bid opening | Prime | Provide if suppliers are utilized |
| Post-Award | AAP35LL | Workforce Participation Plan | Preconstruction Meeting | Prime | Each time there is a significant change. A separate form is required for each year. Composite workforce. If not approved, no work shall occur until such time that it is accepted |
| | AAP15LL | Designation of CR Representatives | Revisions | Prime/ Subs | Entered into EBO |
| | AAP19LL | DBE Schedule of Utilization | Revisions | Prime | Entered into EBO |
| | AAP20LL | DBE Utilization Worksheet | Revisions | Prime | Entered into EBO |
| | AAP21LL | Contractor Report of Contract Payments | Every estimate | Prime | Entered into EBO |
| | AAP26LL | Monthly Training Progress Report | 20th of the following month | Prime | If applicable; entered into EBO; print and obtain all signatures |
| | AAP33LL | Monthly Employment Utilization Report | 15th of the following month | Prime/ Subs | Workforce data entered into EBO |

# APPENDIX 13-2

# ADA TRANSITION PLAN CHECKLIST

## (For Pedestrian Facilities in the Public Row)

## ADA TRANSITION PLAN CHECKLIST FOR PEDESTRIAN FACILITIES IN THE PUBLIC ROW

The Americans with Disabilities Act (ADA) and other federal statutes place responsibility on Sponsors to meet accessibility requirements for pedestrians. These requirements include a self-evaluation study to see where the Sponsor's facilities stand with regard to accessibility and a transition plan to provide the needed accessibility improvements.

This Appendix (13-2– ADA Transition Plan Checklist) was developed and modified based on document *NCHRP 20-7 (232): ADA Transition Plans A Guide to Best Management Practice* from the National Cooperative Highway Research Programs authored by Jacobs Engineering Group. The link above is to the guidance document in its entirety.

The appendix helps Sponsors identify deficiencies in their pedestrian network; develop a method to make pedestrian facilities accessible in the public Right-of-Way; provide a schedule for making the required access modifications and designate an ADA Coordinator responsible for coordinating all ADA related inquires. This checklist is a discussion about how Sponsors have undertaken or are planning to undertake this requirement.

The following are eight sections to the checklist:
(1) Sponsor Responsibilities;
(2) Identification of Deficiencies;
(3) Designs and Cost Estimates for Improvements;
(4) Prioritization of Improvements;
(5) Management Approach to Implementation;
(6) Funding Mechanisms;
(7) Scheduling and Budgeting;
(8) Coordination with Other Agencies;
(9) Promulgation and Feedback

We encourage municipalities to use a rating scale similar to NYSDOT's for consistence when evaluating their own facilities. Rating can be done along with the checklist.

EXAMPLE NYSDOT Sidewalk Rating

- Rating 1 – Not Applicable: A facility not considered to require accessibility, for example limited access highways.
- Rating 2 – Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding.
- Rating 3 – Partially Accessible: Not designed to current standards, problems with geometry of sidewalks, ramps and landings, no detectable warnings, handrails.
- Rating 4 – Accessible: May need additional improvements, for example, circuitous routes, insufficient width.
- Rating 5 – Fully Accessible: Designed to current standards, for example, presence of detectable warnings at curb ramp locations.

Sponsors vary greatly in their responsibilities and their structure and in the nature of the facilities that they manage. This section is intended to provide some context to help understand Sponsor planning for accessibility.

| | |
|---|---|
| Sponsor | |
| Responsible Local Official (RLO) | |
| Title of RLO | |
| Telephone Number | |
| EMail Address | |
| Date of Discussion | |
| What are your responsibilities? | |
| ADA Coordinator | |
| Title II Coordinator | |
| Section 504 Coordinator | |
| Self-Evaluation Plan Manager | |
| ADA Transition Plan Manager | |
| Other | |

| **1. Sponsor Responsibilities** | |
|---|---|
| The goal of this section is to determine the range of facilities/assets that the Sponsor is responsible for. | |
| What types of facilities/assets is the Sponsor responsible for? | |
| Highways | |
| Rest Areas | |
| Welcome Areas | |
| Scenic Overlooks | |
| Recreation Areas | |
| Office Buildings | |
| Maintenance Facilities | |
| Bus Transit Systems | |
| Bus Stops | |
| Van Transit Systems | |
| Rail Transit systems | |
| Public Safety Facilities | |
| Railways | |
| Ferries | |
| Airports | |
| Ports and Harbors | |
| Pipelines | |
| Waterways | |
| Anything else | |

| **2. Identification of Deficiencies** | |
|---|---|
| The goal of this section is to discuss what facilities the Sponsor is typically dealing with and what some of the common deficiencies are. | |
| What types of facilities are you dealing with? | |
| Sidewalks | |
| Curb Ramps | |
| Curb Cuts | |
| Driveway Crossings | |
| Crosswalks | |
| Ramps | |
| Medians | |
| Bus Stops | |
| Shared Use Paths | |
| Other | |
| What types of deficiency issues are present? | |
| Clear Width and Other Dimensions (Narrow, Below Guidelines) | |
| Grade (Steepness, Angle Points) | |
| Cross Slope (Steepness, Irregularity, Variability) | |
| Materials and Finishes (Deterioration, Inappropriateness) | |
| Discontinuities (Missing Sections, Gaps, Drops) | |
| Obstructions (Signs, Lights, Mail Boxes, Fire Hydrants, Newspaper Boxes, Drainage Structures, Standing Water) | |
| Detectable Warning Systems (Missing, Inappropriate Materials, Inadequate Size, Wrong Location) | |
| Traffic Signal Systems (Inadequate Time Allowed, Inaccessible Buttons, Inoperable Buttons, Lack of Visually Impaired Provisions) | |
| Lighting(Missing, Not Operating, Inadequate Levels) | |
| Maintenance and Services (Snow Removal, Debris Clean Up, Trash Cans, Recyclable Material Bins) | |
| Access Through Work Zones | |
| Other | |

| 3. Designs and Cost Estimates for Improvements | |
|---|---|
| The improvements needed to correct deficiencies have to be defined through a design and cost estimating process. The goal of this section is to discuss the Sponsor's approach to doing this. | |
| Have your design standards been reviewed with regard to accessibility issues? | |
| Do you have in-house design capability with regard to accessibility issues? | |
| Are design consultants needed? | |
| What cost estimating resources do you rely on for accessibility improvements? | |
| What escalation factors are you applying to accessibility improvements? | |

| 4. Prioritization of Improvements | |
|---|---|
| A priority ranking for approaching the defined improvements has to be worked out so that an effective schedule can be established. The goal of this section is to discuss the methods used to rank the improvements in order of priority. | |
| What is the approach to prioritizing improvements? | |
| Population density in the area | |
| Significant disabled population within the area | |
| Proximity to key locations | |
| Government offices | |
| Schools | |
| Hospitals | |
| Places of employment | |
| Shopping areas | |
| The severity of the deficiency | |
| Is a review of complaints a factor | |
| Is public demand a factor | |
| What are the sources of public demand | |
| Is compatibility with the available budget a factor | |
| How are the available budget and the improvement needs matched? | |

| 5. Management Approach to Implementation | |
|---|---|
| The goal of this section is to explore how the Sponsor manages the development of the transition plan and carrying out the improvements. The development of the plan may be a one time rather intense effort but the tracking of the implementation of the improvements will be a less intense long time assignment. | |
| Who is the Responsible Local Official (RLO) in-charge of the implementation of the Transition Plan? | |
| Who Is the ADA Transition Coordinator? | |

| | |
|---|---|
| Is there an internal committee that provides input into the Transition Plan process? | |
| Has any staff been assigned to the Transition Plan Process? | |
| How many staff persons? | |
| In what capacity? | |
| In what department does the responsibility for the Transition Plan reside? | |
| What training courses about accessibility has the staff gone through? | |
| What reference works about accessibility do you find useful? | |
| Who has responsibility for transition plan updates? | |
| Have any consultants been contracted relative to Transition Plan work? | |

| **6. Funding Mechanisms** | |
|---|---|
| There is no specific funding mechanism related to the improvement of accessibility deficiencies. Funding might come from many different sources. The goal of this section is to explore the funding experience of the Sponsor. | |
| Have accessibility improvements been incorporated into existing programmed projects? | |
| Has any cost differential been recognized? | |
| Have stand alone accessibility improvements projects been processed through the Transportation Improvements Program? | |
| Have you had any instances where an accessibility improvement was found to be "unduly burdensome"? | |
| What sources have provided funding for accessibility improvement programs? | |
| National Highway System Program | |
| Surface Transportation Program | |
| Highway Safety Improvements Program | |
| Railway—Highway Crossing Program | |
| Transportation Alternatives Program | |
| Congestion Mitigation/Air Quality Program | |
| Recreational Trails Program? | |
| State and Community Traffic Safety Program? | |
| Other Programs? | |
| Have accessibility improvements been included in developer impact fees? | |

| **7. Scheduling and Budgeting** | |
|---|---|
| Schedules and budgets are the tools of implementation. The goal of this section is to determine how the Sponsor will/is scheduling and budgeting for accessibility improvements. | |
| Is there an overall completion target date? | |
| Are there milestone dates? | |
| Is there a separate Curb Ramp Installation Schedule? | |
| Is there a budget line item for accessibility improvements programs? | |

| **8. Coordination with Other Agencies** | |
|---|---|
| Other agencies have authority over pedestrian facilities and have an interest in accessibility. The goal of this section is to explore the exchange of information and the handling interfacing with other agencies. | |
| Are there local government pedestrian master plans that are used as input and guidance? | |
| Are there local government transition plans for accessibility improvements that are used as input and guidance? | |
| How is the interface between agency sidewalks and local sidewalks handled? | |
| Who has authority over bus stops? | |
| How is the interface between sidewalks and bus stops handled? | |
| What other agencies – transit authorities, airport authorities, turnpike authorities – have jurisdiction over pedestrian facilities? | |
| Do you receive input from any social service agencies? | |

| **9. Promulgation and Feedback** |
|---|
| This is the step where the plan will be made public and feedback will be accepted. Public feedback may affect current and future plan updates. |

# APPENDIX 13-3

# SAMPLE ADA TRANSITION PLAN For Pedestrian Facilities in the Public Right-of-Way

# THE (SPONSOR TYPE) OF (NAME OF SPONSOR) ADA TRANSITION PLAN: Pedestrian Facilities In the Public Right-of-Way

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Note: ***Wherever the word Municipality occurs throughout this document, it refers to the Municipal Sponsor indicated on the Cover Page.***

Note: ***Wherever blank spaces (e.g., enter Municipal Sponsor text) appear throughout this appendix, the Municipal Sponsor should enter their own text.***

## INTRODUCTION

The purpose of this ADA Transition Plan is to ensure that *Municipality* creates reasonable, accessible paths of travel in the public right-of-way for everyone, including people with disabilities.

The *Municipality* has *e.g., made a significant and long-term commitment to improving the accessibility of their pedestrian facilities.*

The ADA Transition Plan identifies physical barriers and prioritizes improvements that should to be made throughout the . This Transition Plan describes the plans, policies and programs to enhance the overall pedestrian accessibility.

### Transition Plan History and Overview

*In year, the Municipality, e.g., completed an ADA Transition Plan addressing architectural barriers in their buildings, facilities, and programs. Also since year, the Municipality e.g., has had an active Sidewalk Replacement Program and in year e.g., began a five-year program to replace or add curb ramps at intersections throughout the (Choose One). This plan is, e.g., to demonstrate the continued progress by the Municipality to make their pedestrian facilities in the public right-of-way reasonably accessible for all persons.*

## LEGAL REQUIREMENTS

The federal legislation, known as the American with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications.

Title II specifically applies to "public entities" (state and local governments) and the programs, services, and activities they deliver. Title II, Article 8, requires public entities to take several steps designed to achieve compliance. The plan shall, at a minimum includes:

- A list of the physical barriers and their locations in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities.
- A detailed outline of the methods to be utilized to remove these barriers and make the facilities accessible.
- The schedule for taking the necessary steps to achieve compliance with Title II.
- Public complaint/grievance procedure.
- The name/position of the ADA Coordinator and/or official responsible for the plan's implementation.

Transition plans provide a method for a public entity to schedule and implement ADA required improvements to existing streets and sidewalks. Before a transition plan can be developed, an inventory of the current curb ramps and sidewalks must be developed.

## IDENTIFIED OBSTACLES TO THE PUBLIC RIGHT-OF-WAY

The *Municipality* has a two-tiered system to identify and assess obstacles in the public right of way: a Preliminary Evaluation and a Detailed Evaluation. The barriers used in the evaluations are based on the ***Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way*** (ADA Guidelines) from the U.S. Access Board.

**Preliminary Evaluation**

The first tier is a Preliminary Evaluation of the sidewalks and intersections. This initial evaluation includes searching and visually checking the street network to identify deficiencies in sidewalks and intersections. The purpose of this evaluation is to determine which sidewalks and intersections are obviously non-compliant with the ADA Guidelines and to get a comprehensive overview of the complete pedestrian network. The preliminary inventory evaluates four (4) criteria for curb ramps and three (3) criteria for sidewalks:

**Curb Ramps**

1. Is a curb ramp required?
2. Does the curb ramp have a color contrasting detectable warning?
3. Does the curb ramp have a clear landing at the top of the ramp?
4. Is surface of ramp and landing smooth without cracking or heaving?

**Sidewalks**

1. Is there a continuous clear space for pedestrian access?
2. Does the sidewalk appear to provide adequate passing zones?
3. Does the sidewalk appear to be smooth without grade breaks

The Preliminary Evaluation *(e.g., utilizes aerial and street-level photography)* to view each sidewalk and intersection. Any mapping tool application *(e.g. google streets, mapquest, etc.)* may be utilized. The criteria used can be seen on these *(e.g., aerials)* and are key design components to determine ADA compliance.

If the curb ramps and sidewalks do not meet the criteria, then that intersection does not need further evaluation because it is obviously non-complaint with the ADA Guidelines. If it did meet the criteria, then that intersection would be "potentially compliant" and would need a Detailed Evaluation to determine if it fully complies with the ADA Guidelines.

**Detailed Evaluation**

The second tier is a Detailed Evaluation of the sidewalks and intersections identified as "potentially compliant" during the Preliminary Evaluation. This requires a site visit to measure specific physical attributes, such as width, running slope, and gaps in the curb ramp or sidewalk, to determine compliance with the identified ADA barriers. For a description of the identified barriers see Attachment A. When the data is gathered, it is recorded *(e.g., in an intersection database)*. The result of this evaluation *(e.g., is a detailed understanding of the ADA barriers at that intersection)*.

## METHODS TO REMOVING BARRIERS — POLICIES & PRIORITIES

The *Municipality* utilizes many different approaches to removing barriers in the public right-of-way, including proactively identifying and eliminating the barrier, responding to public complaints and ensuring the appropriate design and build-out of new construction following the most recent design guidelines.

### Barrier Removal Priorities

The *Municipality* bases barrier removal priorities on two factors: location and the accessibility condition of the intersection.

### Location Priority

According to the proposed ADA design guidelines, " the U.S. Department of Justice (DOJ) regulation imposes a specific construction requirement...specifies a priority for locating (curb ramps) at State and local government offices and facilities; transportation; places of public accommodation; places of employment; and other locations." Following this guidance, the *Municipality* identified its location priority as follows:

- Intersections serving *(e.g., government facilities)*,
- Intersections serving *(e.g., commercial and employment centers)* and
- Intersections serving other areas, *(e.g., parks and historic sites)*.

**Accessibility Condition**

Using the data from the Preliminary Evaluation and the Detailed Evaluation, an accessibility condition rating can be determined. NYSDOT uses the following ratings and definitions to assess the condition of each sidewalk, curb ramp or crosswalk feature; this method is highly recommended:

- Rating 1 - Not Applicable: A facility not considered to require accessibility, for example, limited-access highways, no sidewalk present.
- Rating 2 - Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding.
- Rating 3 - Partially Accessible: Not designed to current standards, for example, problems with geometry of sidewalks, ramps and landings, no detectable warnings, handrails.
- Rating 4 - Accessible: May need additional improvements, such as no detectable warnings at curb ramp locations, insufficient width.
- Rating 5 - Fully Accessible: Designed to current standards, presence of detectable warnings at curb ramp locations.

**Priority Rank**

In order to determine the overall priority of an intersection, or Priority Rank, the *Municipality* may chose to use the following matrix to match the location priority to the Access Grade.

| | Location Priority | | |
|---|---|---|---|
| | 1 | 2 | 3 |
| Access Grade | Locations serving (e.g., Government Facilities | Locations serving e.g., Commercial & Employment Centers | Locations serving Other Areas |
| 2 | 1 | 2 | 3 |
| 3 | 1 | 2 | 3 |
| 4 | 1 | 2 | 3 |
| 5 | 1 | 2 | 3 |

**Priority Rank Levels**

| High | Medium | Low |
|---|---|---|

The *Municipality* determines the priority of improvements by indentifying which of the groupings are high, medium, or low priorities. A listing of priority intersections and a map that shows which intersections are high, medium, and low priorities for barrier removal are in Attachment B.

**PUBLIC COMPLAINT PROCESS**

The public complaint process is an integral part of this Transition Plan. Public complaints or requests may often drive the prioritization of improvements. To file a complaint or a request regarding accessibility of a sidewalk or curb ramp, go to "Procedures for Implementing Reasonable Accommodation in Programs and Services for Individuals with Disabilities" at https://www.dot.ny.gov/programs/adamanagement/ada-procedures or contact the NYSDOT Regional ADA Coordinator, *(e.g., in writing or electronically)* and describe the issue in detail, including the location. The ADA Coordinator will route this information to the appropriate department of the *Municipality's* for inspection and possible action. That department will then respond to the ADA Coordinator with its findings, and the ADA Coordinator will record the formal response and reply to the complainant/requestor. All complaints or requests will be kept on file and will include the response. Attachment C is a copy of the *Municipality's* public Grievance Procedure for Pedestrian Facilities in the Public Right-of-Way.

**NEW CONSTRUCTION & ALTERATIONS**

In order to ensure the correct design of curb ramps, sidewalks, and crosswalks in new construction and alterations, the *Municipality* has adopted the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (www.access-board.gov) as supplemented by the 2011 *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* (ADA Guidelines). These are the primary regulatory standards that govern the design and construction of all pedestrian facilities in all Department projects. It is important to note that in alteration projects, whenever pedestrian facilities cannot fully meet the standards outlined in the ADA Guidelines, a determination of each structural impracticability or technical infeasibility must be thoroughly documented in the permanent project record. See HDM Section 18.6.1.2 for further information. This information will support the brief explanation that should be included in the Project Scoping and Design Reports

**SCHEDULE**

As opportunity allows, the *Municipality* will make efforts to improve the ADA Accessibility of pedestrian facilities in the public right-of-way. Compliance is required to the extent practicable within the scope of the project." There will be times when it is technically impractical to provide full compliance with the guidelines: for example, if clear space at the top of the ramp is obstructed by a building or the slope of a hill is so extreme as to prevent a reasonable slope for a ramp in both directions. The inventory process may not account for such situations and could show a high-priority rating when all practical actions have been taken.

## Proposed Work Plan and Schedule

| Program Year | ADA Single Purpose Project Description | | | | ADA Single Purpose Cost (M) | ADA Reg Construction Project * Cost (M) |
|---|---|---|---|---|---|---|
| | Route | Begin Description | End Description | Miles | | |
| 20 | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| 20 | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
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| | | | | | $ | $ |
| 20 | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| | | | | | $ | $ |
| TOTAL COST | | | | | $ 0.00 | $ 0.00 |

**Note - The regular construction projects are listed for cost and program purposes only. The location description only pertains to the ADA single purpose project.**

**Sidewalk Gaps** – The table above identities deficiencies **in** the existing sidewalk/multi-use path system deemed to be under the ADA compliance domain. It does not include additional pedestrian accommodation needs identified by the region, MPO partners and its transit operators. These needs will **be** identified as necessary with future program development as resources allow. The above work plan will be subject to further field verification and coordination.

## RESPONSIBLE INDIVIDUAL

The official responsible for the implementation of the *Municipality's* ADA Transition Plan for the pedestrian facilities in the public right-of-way is:

**Name:**
**Title:**
**Street Address:**
**City, NY Zip**

**Email:**
**Phone:**
**Fax:**
TTY:

## PUBLIC INPUT

The *Municipality* provides opportunities for individuals to comment on this Transition Plan, which includes:

- Document copies available and notices sent to *(e.g., local public libraries)* as follows:
- Document made available on *Municipality*'s website at
- Open house and presentation at a public meeting on *Month, DD, YYYY*

The *Municipality* published legal notices in *(e.g., newspaper(s) of general circulation)* as follows: ,starting on *MM/DD/YYYY*. The legal notices announced the availability of the Transition Plan draft at the *(e.g., local public library)* with easy public access. These notices also provided instructions regarding the timetable for comments and where to send them. Public comments were accepted for a period of no less than 30 days, ending *MM/DD/YYYY*. Public comment form is available on Attachment D. Formal adoption of the Transition Plan took place on *MM/DD/YYYY*. It will be available on the web and by written formal request to the ADA Coordinator.

# ATTACHMENT A

(ATTACH ADA GUIDELINES USED IN DETAILED EVALUATION)

## ADA GUIDELINES USED IN DETAILED EVALUATION

### Curb Ramps

In evaluating the accessibility of existing curb ramps, the following factors were considered:

1. Is there a curb ramp?
2. Is there a curb ramp where a sidewalk crosses a street?
3. What type of curb ramp?
    a. Perpendicular curb ramp
    b. Parallel curb ramp
    c. Blended transitions
4. Is the width of the curb ramp at least 4 feet wide (excluding flares)?
5. Are there detectable warnings properly installed where a curb ramp or blended transition connects to a street?
6. Is the running slope greater than 5% but less than 8.3% (blended transition 5% maximum)?
7. Is the cross slope less than 2%?
8. Is the landing a minimum of 4 feet x 4 feet?
9. Is the surface of the curb ramp or blended transition firm, stable, and slip resistant and clear of gratings, access covers, and other appurtenances?
10. Is the grade break at the top and bottom of the ramp flush and not located on the surface of the curb ramp, landing, or gutter areas?
11. Is the sum between the curb ramp and the change of grade (counter slope) of the gutter or street at the foot of the curb ramp more than 11%?
12. Is the clear space beyond the curb face at least 4' x 4'?
13. If the curb ramp is perpendicular, is the slope of the flared sides* less than 10% where a pedestrian path crosses the curb ramp?
14. Where the pedestrian access route begins at the street crossing, is there less than 0.25" vertical difference between flush curb and street?

**Note*: Flares are not needed if the sides are protected from travel by landscaping or street furnishing.**

### Sidewalks

In evaluating the accessibility of existing sidewalks, the following factors were considered:

1. Is there a sidewalk at each corner?
2. Is there at least 4 feet of continuous and unobstructed clear width of a sidewalk (excluding the curb width)?
3. If the continuous width is less than 5 feet, are there passing spaces at least every 200 feet along the sidewalk that are 5 feet wide or greater for a distance of 5 feet?
4. Is the cross slope of the sidewalk less than 2%?
5. Where the sidewalk is adjacent to the street, does the grade of the sidewalk not exceed the general grade of the street?
6. Is the surface of the sidewalk firm, stable, and slip resistant?
7. Are any gaps in the surface less than 1/2 inch?
8. Is the sidewalk clear of obstacles? i.e., utility covers, grates etc.? If there is a grate:
    a. are the openings no more than 1/2 inch wide and

b. do the elongated openings run perpendicular to the direction of travel?

9. Is the sidewalk clear of overhanging or protruding objects? If there is a protruding object is:
   a. the leading edge of that object less than 17 inch and more than 80 inch above the ground, or
   b. the protrusion less than 4 inches into the travel path of the sidewalk, or
   c. a barrier is provided no more than 17 inches from the ground where the vertical clearance is less than 80 inches.
10. Are any vertical differences in sidewalk surface less than 0.25"?

**Crosswalks**

In evaluating the accessibility of existing crosswalks, the following factors were considered:

1. Is there a crosswalk that connects two sidewalks across a street?
2. Is the width of the marked crosswalk at least 6 feet?
3. Does the cross slope of the crosswalk meet the following guidelines:
   a. If the crosswalk is crossing a street with a stop control, is the cross slope less than 2%?
   b. If the crosswalk is crossing a street without a stop control, is the cross slope less than 5%?
4. Is the running slope of the crosswalk less than 5%?
5. If the crosswalk crosses a median, is the length of the median at least 6 feet and does it contain detectable warnings located at curb line or edge of the roadway?
6. If the intersection signalized, does it have a pedestrian signal, if so, does the pedestrian signal phase allow enough time for a walking speed of at least 3.5 ft/sec?

# ATTACHMENT B

- ATTACH ADA PRIORITIES MAP
- PRIORITY LISTING OF INTERSECTIONS*

**NOTE:* SPONSORS MAY USE THE PROPOSED WORK PLAN SCHEDULE ON PAGES 20.**

# ATTACHMENT C

- ATTACH RESOLUTION ADOPTING ADA DESIGN GUIDELINES
- ATTACH RESOLUTION APPOINTING ADA COORDINATOR
- ATTACH ADA GRIEVANCE PROCEDURE
- ATTACH RESOLUTION ADOPTING THE AMERICANS WITH DISABILITIES ACT
- ATTACH TRANSITION PLAN FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY

# ATTACHMENT D

- PUBLIC COMMENT AND RESPONSE FORM
(SEE SAMPLE FORM ON NEXT PAGE)

## PUBLIC COMMENT AND RESPONSE FORM

**Date of Comment:**

**Name of Person:**

**Comment:**

**Response:**

# APPENDIX 13-4

# SAMPLE TITLE VI PLAN

# THE (Choose One) OF TITLE VI PLAN

Adopted: **Signed by:** _____

**Responsible Local Official (RLO) or Title VI Coordinator or Designee**

**TABLE OF CONTENTS**

**Introduction** ..... **pg.**
Description of Title VI of the Civil Rights Act of 1964 and the Sponsor's responsibilities associated with the acceptance of receiving federal funds through the New York State Department of Transportation, (NYSDOT).

> *Sample Introduction:*
> *Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin. Related statutes, which prohibit discrimination based on sex, disability and age also, are covered in the Sponsor's programs, services and activities. A list of related statutes and federal executive orders is included as Appendix A.*
>
> *When local governments accept federal aid funds/assistance through the New York State Department of Transportation (NYSDOT) to improve roads, bridges, transit or other public works all other operations of the local government including consultant services are required to abide by Title VI, of the Civil Rights Act of 1964. Additionally, the (Sponsor) includes the principles of Environmental Justice (EJ) into its programs, policies and activities to ensure that all appropriate steps have been taken to identify and address any disproportionately high and adverse human health or environmental effects on minority and low income populations.*

**Policy Statement** ..... **pg.**
Issue a policy statement, signed and dated by the Sponsor's head official (Responsible Local Official, RLO) which expresses commitment to the nondiscrimination provisions of Title VI. Circulate the policy statement throughout the Municipal's organization/department and to the general public. Publish such information where appropriate in languages other than English.

**Organization Chart** ..... **pg.**
Provide a copy of the Sponsor's organizational chart. Include the person to perform the duties of the Title VI Coordinator.

**Title VI- Nondiscrimination Assurances** ..... **pg.**
Include a copy of the Sponsor's signed Title VI assurances, including appendices.

**Title VI Coordinator** ..... **pg.**
Appoint someone in a position of authority as the Title VI Coordinator to be responsible for Title VI- Nondiscrimination activities, instructions, complaints and reports. The Title VI Coordinator should have easy access to the head of the organization, (RLO).

**Complaint Procedure** ..... **pg.**
Describe the process the Sponsor has in place to notify and inform the public of its right to file a discrimination
complaint.

**Data Collection.....pg.**
Data should be collected and analyzed to ensure minority groups are not being discriminated against in the delivery of services that are federally funded. NYSDOT and its Sponsors are required to maintain racial and ethnic data showing the extent members of minority groups are beneficiaries of programs receiving federal financial assistance. Data collection can be helpful to identify:

1. Needs of all effected persons located within the boundaries of plans or projects.
2. Persons impacted and strategies to address impacts.
3. Persons to include in the decision-making process.
4. Strategies to disseminate information.

**Monitoring .....pg.**
For each of the following major program areas, summarize how Title VI monitoring is accomplished by the Title VI Coordinator and program area personnel.

a. Planning
b. Project Development
c. Right-of-Way
d. Engineering
e. Research

**Training.....pg.**
Develop a schedule to provide Title VI training to Sponsor's employees and their consultants/contractors and sub-consultants/contractors. Maintain data on frequency of training, locations, number of participants and target audience.

**Public Participation .....pg.**
Sponsors are required to have in place effective ways to notify and inform the public of their rights under Title VI and describe how the information is made available. The notice should include information regarding how the public can request additional information and procedures to follow to file a complaint of discrimination.

**Limited English Proficiency Plan .....pg.**
Sponsors of federal funding are required to have a LEP Plan (**see LEP Plan template Attachment 1**) for providing access to activities and programs for persons with LEP. Sponsors should be able to demonstrate how they ensure meaningful access to their benefits, services and other important operations of its programs and activities for individuals who are LEP.

> Note: If a Sponsor's activity will have an impact on an area where 5% or more of the individuals in that area speak a language other than English, materials advertising the activity should be translated into the language spoken in the affected area. Translators should be available to assist individuals at public meetings, hearings, etc. Reasonable efforts should apply even when less than 5% of the Sponsor affected population has LEP needs. Reasonable accommodations for persons with disabilities should be provided as appropriate on a case-by-case basis.

**Appendix A – Nondiscrimination Authorities.....pg.**
Authorities and statues that maybe referenced to within the Title VI Plan.

**Note: Wherever the word *Sponsor* appears throughout this document, it refers to the Sponsor indicated on the Cover Page.**

# Appendix A
# Nondiscrimination Authorities

- Title VI- of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 49 CFR Part 21;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice);
- Executive Order #13166 (Limited-English-Proficiency).

# Attachment 1

# Limited English Proficiency Plan
# SPONSOR NAME

# EFFECTIVE DATE

**Signed by: _____**

**County Executive or Title VI Coordinator or Designee**

**ADDRESS**
**PHONE NUMBER**

## INTRODUCTION

This Limited English Proficiency Plan has been prepared to address the *(Sponsor's)* responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled ***Improving Access to Services for Persons with Limited English Proficiency***, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination which is covered under Title VI It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies (Sponsors) which receive federal funds.

### Plan Summary

The *(Sponsor)* has developed this ***Limited English Proficiency Plan*** to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the *(Sponsor)* used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the *(Sponsor)*.
2. The frequency with which LEP persons come in contact with *(Sponsor)* services.
3. The nature and importance of services provided by the *(Sponsor)* to the LEP population.
4. The interpretation services available to the *(Sponsor)* and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

## MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

**The number or proportion of LEP persons in the service area who may be served or are likely to require services.**

The staff reviewed the 2006-2010 American Community Survey 5-Year Estimates for New York State and determined that individuals in service area *0%* of the population] speak a language other than English. Of those, individuals have limited English proficiency; that is; they speak English less than "very well" or "not at all." This is only *0*

% of the overall population in the service area. In service area, of those persons with limited English proficiency, *0%* speaks **German,** *0%* speaks **Spanish**, *0%* speaks **African languages**, *0%* speaks **Chinese,** *0%* speaks **Serbo-Croatian,** *0%* speaks **Scandinavian,** *0%* speaks **Japanese**, *0%* speaks **Russian,** *0%* speaks **other Indic languages,** *0%* speaks **Vietnamese**, *0%* speaks **French,** *0%* speaks **Tagalog,** *0%* speaks **other Slavic languages,** *0%* speaks **Arabic, Indo-European languages,** *0%* speaks **Native North American Languages,** and ***0% speaks all other languages.***

**The frequency with which LEP persons come in contact with services.** The staff reviewed the frequency with which their office staff and department staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, the has had requests for interpreters and requests for translated program documents as follows: . The other staff have had very little contact with LEP persons.

**The nature and importance of services provided by the to the LEP population.** There is no large geographic concentration of any type of LEP individuals in the service area for the . The overwhelming majority of the population, *0%*, speak only English. As a result, there are few social, service, or professional and leadership organizations within the service area that focus on outreach to LEP individuals. The staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from department staff of impacts on service area services and attendance at meetings.

**The resources available to the and overall costs to provide LEP assistance.** The reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and contacted local citizens that would be willing to provide voluntary Spanish translation if needed within a reasonable time period. Other language translation if needed would be provided through bilingual staff or a telephone interpreter line for which the would pay a fee.

## LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All staff will be provided with language identification cards to assist in identifying the language interpretation needed if the occasion arises.
- All staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although

translation may not be able to be provided at the event it will help identify the need for future events.

**Language Assistance Measures**
Although there is a very low percentage of LEP individuals in the service area, that is, persons who speak English less than "very well" or "not at all", it will strive to offer the following measures:

1. The staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:

- Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
- Language interpretation will be accessed for all other languages through a telephone interpretation service.

**STAFF TRAINING**

The following training will be provided to all staff:

- Information on the Title VI-Nondiscrimination Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of interpreter service provider's language identification cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI /LEP complaint.

**All contractors or subcontractors performing work for the _____ will be required to follow the Title VI /LEP guidelines.**

**TRANSLATION OF DOCUMENTS**

The weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LEP population, the does not have a formal outreach procedure in place, as of **2014**. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the will consider the following options:

- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

- will assess requests for translation of documents based on the possible impacts and known LEP population.

## MONITORING

**Monitoring and Updating the LEP Plan** – The will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the **2010 U.S. Census** is available, or when it is clear that higher concentrations of LEP individuals are present in the service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has change
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the financial resources are sufficient to fund language assistance resources needed.
- Determine whether the fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

## DISSEMINATION OF THE *(Sponsor)* LEP PLAN

- Choose from the following what you as a subrecipient will do:
- Post signs in service area notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at .
- Post on 's website the LEP Plan and how to access language services.
- Publish Press Release.
- Send copy of press release to advocacy groups and other agencies serving LEP populations.

# LPM

# CHAPTER 14

# ADVERTISEMENT, CONTRACT LETTING AND AWARD

## CONTENTS

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**NOTE: This Chapter has associated appendices and forms which can be found at:**
**https://www.dot.ny.gov/plafap**

**Highlighted hyperlink words referenced throughout the Chapter are on the last page under REFERENCE, Web Addresses.**

## Appendices

### Appendix

14-1 BID OPENING, VERIFICATION, AND SPONSOR RECOMMENDATION LETTER

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## 14.1 INTRODUCTION

This chapter describes the various phases of the contracting process including solicitation of bidders (advertising), bid opening, bid analysis to identify the lowest bidder, and contract award and documentation for locally administered federal aid transportation construction contracts. The Sponsor must have an approved *Construction Management Plan* (CMP) prior to contract award, appropriately revised to reflect project staffing and be signed by the NYSDOT Regional Local Project Liaison (RLPL), or appropriate designee (see Chapter 12, Section 12.2.2 and Appendix 12-3 of this manual).

The following federal regulations apply to **ALL** projects:

- *Advertising for bids and proposals* (***23 CFR 635.112***);
- *Method of Construction* (***23 CFR 635.104***);
- *Participation by Disadvantaged Business Enterprises in US Department of Transportation Financial Assistance Programs* (***49 CFR 26***); and
- *Equal Employment Opportunity (EEO) on Federal and Federal-Aid Construction Contracts (Including Supportive Services)* (***23 CFR 230***)

When a discrepancy exists between federal, state and municipal laws, rules and regulations, federal law prevails; with the exception when State and municipal laws, rules, and regulations may be stricter and therefore have precedence.

## 14.2 ADVERTISING

Advertising for all federal aid construction contracts must meet federal requirements and foster widespread competitive bidding. When the contract bid documents, including Plans, Specifications, and Estimate of quantities (PS&E), have been assembled, approved by the RLPL and the Sponsor receives Federal Authorization to Proceed[1] from the RLPL, the Sponsor is required to advertise the contract for bidding in accordance with ***23 CFR 635.112***.

New York State requires the publication of the solicitation of bids for a construction contract to be advertised in The New York State Contract Reporter (NYSCR) for at least three weeks (15 business days) before the opening of the bids. Additionally, the Sponsor is encouraged to place additional advertisements in other appropriate publications (e.g. local newspapers, trade journals). The use of several forms of advertising publications will help avoid a single bidder, as well as, give more opportunities to fulfill both Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) requirements. Advertising costs should be charged to the construction phase. A Construction Advertisement Checklist and a sample Notice to Bidder – Advertisement to Bid indicates the information to be included in an advertisement (see Appendix 14-7 and Appendix 14-8).

The advertisement must identify the EEO goals for women and minorities in every contract regardless of fund source. The advertisement must identify DBE contract goals (federal funds), if applicable. If a 0% DBE goal is established, NYSDOT strongly encourages the use of DBE contractors wherever possible. If the contract is state-funded (non-federal funds) the advertisement must identify Minority/Women-Owned Business Enterprise (M/WBE) goals.

### 14.2.1 New York State Contract Reporter (NYSCR)

The NYSCR is an exclusively online publication requiring electronic submission of advertising content. To comply with federal requirements, **all contracts with New York State** (including locally administered

[1] The Sponsor could forfeit federal reimbursement if the advertisement of a contract takes place before receiving a Notification to Proceed.

federal aid transportation projects) for the procurement of goods and services must be published in the NYSCR. There is no fee for advertising or for viewing ads on the site. Sponsors must be registered before submitting advertisements and may do so from the NYSCR registration website.

Once a Sponsor is granted access, they will receive a password and instructions by email for the ad submission. The NYSCR can accept bid specification documents in Word, Excel, PowerPoint or PDF formats as attachments (up to 50 MB) to be published with the advertisement. When an advertisement is successfully submitted, an ad number is assigned. The Sponsor is notified via email of the issue in which the ad will appear. A confirmation page confirming the details of the submission can be printed. Additionally, the NYSCR can capture and provide in an Excel format, a list of registered users who viewed, bookmarked, opened bid documents or opted to receive bid update notifications for the advertisement, including their contact information. All information exchanges with the NYSCR (email confirmations, downloaded spreadsheets, screen captures of advertisements, etc.) should be printed and kept in the project file.

The NYSCR is published weekdays and new solicitations appear every morning. Any advertisement submitted successfully to the NYSCR on a given day appears the following business day. Advertisements submitted Friday, Saturday or Sunday appear on Monday, if it is not a legal holiday.

The earliest bid due date allowed in the ad insertion form shall be 15 business days (Monday-Friday) after the advertisement is published. The insertion, publication, and earliest due dates can be calculated by using the Publication Calculator Tool on the NYSCR's website. If an earlier bid due date becomes necessary, the Sponsor must get approval from the RLPL, with help from the NYSCR, which can be sought through the Contact Us.

As noted previously, any questions or requests for assistance can be made online through the **Contact Us** link or by calling Empire State Development, Procurement Assistance Services/NYSCR at (518) 292-5266.

Contracts to be awarded on a sole source[2] or single source[3] basis must have prior approval from the Main Office Local Programs Bureau (LPB). If approved, they will also need to be advertised.

### 14.2.2 Instructions to Bidders Regarding Proposed DBE Participation

Revision to ***NYSDOT Standard Specification Section 102-12***, participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and estimated commitment amount. To assist the Sponsor with collecting this information, see Appendix 14-9, Proposed DBE Commitment. (This form will be moved to Chapter 12 in the future.)

## 14.3 AMENDMENTS

An amendment is a formal modification of a proposed contract, issued after the advertisement publication date, and prior to the opening of bids. The Sponsor **shall have a process in place** to ensure all plan holders and NYSDOT receive amendments when issued. The following should be considered when a Sponsor is contemplating amending a contract:

[2] Sole source is a situation in which only one contractor can supply the goods or services.
[3] Single source is when two or more contractors can supply the goods or services, but one is selected over the others because of distinguishable expertise, previous experience with similar contracts, etc.

- If significant changes to the scope or scale are necessary, **the Sponsor should seek advice from the RLPL (changes may require FHWA approval if the project is on the NHS or a Project of Division Interest).** If the changes are not allowed or appropriate to be incorporated by amendment the Sponsor should cancel the advertisement, redesign the project and then re-let the project.
- An amendment should be issued when the following errors are discovered:
    a. Any contract pay item quantity change of ±20% in Engineer's Estimate.
    b. Any contract pay item quantity change, multiplied by the estimated unit price (or change in a lump sum item), which alters the total engineer's estimate by more than ±1%.
    c. DBE goal incorrectly stated in the contract.
    d. EEO goals incorrectly stated in the contract.

## 14.4 BID LETTING AND BID ANALYSIS

Per ***23 CFR 635.113(a)***, "*All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.*"

If the proposal includes alternate bidding procedures, the contract budget and alternate bidding award procedures must be declared before opening bids and the announcement of the apparent low bidder (see Section 12.5.9). After all bid totals have been read aloud, the apparent low bidder is announced, and all bidders informed that award is pending a complete bid analysis including mathematical verification and affirmation that the low bidder is responsible. The Bid Analysis shall be concluded, and Contract Award shall be made within 45 days as noted in ***New York State Finance Law Section 140*** and ***NYS General Municipal Law Section 105***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration.

Negotiation with any bidder (i.e., adjusting quantities, changing unit prices, adding and subtracting work, etc.) before contract award is prohibited per ***23 CFR 635.113(a)***.

### 14.4.1 Bidder Responsibility

For all federal aid contracts, determination of whether or not a business entity is a "responsible bidder' is made using the guidelines established by ***9 NYCRR 4.170*** whereby a contractor/vendor may be deemed '*not responsible*".

The following must be verified as part of the bidder responsibility review by the Sponsor:

- For all contracts, the *New York State Uniform Contracting Questionnaire* (CCA-2) is used in the qualification of an entity as a "responsible bidder."
    - The NYSDOT Contract Management Bureau is responsible for reviewing and approving the CCA-2 questionnaire. After the low bidder is determined, the Sponsor should contact the RLPL as soon as possible to see if a *CCA-2* is on file for the bidder. If not, a questionnaire shall be completed by the low bidder and submitted to the Contract Management Bureau as instructed. A link to the CCA-2 questionnaire is on NYSDOT's website. Similar checks must be conducted on subcontractors (see LPM Chapter 15). RLPLs should access the "AASHTOWare Project Preconstruction" database to confirm that a vendor (contractor and subcontractors) has an approved CCA-2 on file.
- The United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.

- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
    - The Sponsor should print out the result of their search of the above databases and keep in the project files. Acknowledgment of certification is noted in the "Bid Opening, Verification and Sponsor Recommendation" letter (Appendix 14-1) to be provided with the Award Package as noted in Section 14.7.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.
    - In the event, there is an OSHA violation against the low bidder, it should not be an automatic disqualification. Provide a discussion indicating the violation, if it has been addressed or is being addressed as a statement to be provided with the Award Package as noted in Section 14.7.

### 14.4.2 Bid Analysis

The Sponsor must conduct a bid analysis to ensure that the apparent low bid is responsible and reasonable and that the contract award will best promote the public interest. The preparation of a Tabulation of Bids (see Appendix 14-4) should be completed to include all bidders. A bid analysis generally consists of a comparative review between the Engineer's Estimate and the apparent low bidder's bid to determine if item quantities and prices are accurate and if assumptions made during the estimate process were valid. Information relative to the other bidders in the Tabulation of Bids is of value during the bid analysis if significant variations become apparent between the apparent low bid and the Engineer's Estimate.

The following steps must be performed for each contract as part of the bid analysis:

1. Review the bid items that are 25% over or under the Engineer's Estimate and look for potential errors.

   A significant difference between the Engineer's Estimate and the total contract or item bid price by the apparent low bidder may indicate issues with commodity prices or regional work volume in the construction market. The distribution of bidders may indicate market conditions and competition relative to an individual project. A low total contract bid price by a bidder relative to other bidders closer to the Engineer's Estimate may suggest a misinterpretation of the bid documents by the Low Bidder; or simply that the Low Bidder has limited work and is bidding work closer to cost.

   Evaluate items with high bid costs to determine if there is an omission or error in the plans or specifications. If something unusual is found, review the quantity to determine if there is a possibility there is an error in the quantity or in the unit price used in the Engineer's Estimate. If the item appears to be in question, contact the Project Designer/Engineer of Record.

   Evaluate high bid items where the quantity is relatively small, the item may be a low productivity item and may, therefore, cost more than a typical weighted average or estimated price. The item should be compared with the other bidder's prices and if it still seems unusual, further analysis is necessary.

   Note circumstances where quantity changes could affect the ranking of the bidders if corrections/changes are made to the quantities. If post-award changes are anticipated that would change the ranking of the bidders, it should be recommended that all bids be rejected.

2. Evaluate bids with significant variations from the Engineer's Estimate, among the bidders, or noted in Step 1, review the items having the largest dollar amount differential for jobs with overall bids 15% higher or lower than the Engineer's Estimate. Include in the review, the analysis of the B

portion of an A+B Contract when the difference is more than 50%. For contracts with multiple B time periods, evaluate any B time period that is more than 50% below the Engineer's Estimate.

Determine if any bid prices are obviously unbalanced to the potential detriment of the Sponsor and contract execution. (For example, if the obviously unbalanced bid prices are all for items which will occur at the beginning of the contract, and the Contractor defaulted, the Sponsor may be in a difficult position to recover payments made.) Base the analysis on verification of quantities, discussions with the apparent low bidder about whether the general location of the contract is convenient for the apparent low bidder and whether the apparent low bidder will ultimately yield the lowest cost.

Any discussion with the apparent low bidder during procurement is subject to New York State Procurement Guidelines, as stated in Article 11 of New York State Finance Law. Negotiations with contractors, during the period following the opening of bids and before the award of the contract, shall not be permitted per ***23 CFR 635.113(a)***. Discussions should be factual without discussion of the other bids or the Sponsor's contract award intentions. Contacting the apparent low bidder should not be a routine practice. If the low bidder cannot justify the unbalanced item(s), the contract should be considered for rejection. It may be very difficult to justify the removal of the low bidder with a recommendation to award to the second bidder if items are not significantly unbalanced. Once an award recommendation is reached, detailed justification must be provided to the RLPL. Though the bid may not be desirable, it may be acceptable.

When the Sponsor has some objection to the apparent low bidder or needs more time to evaluate qualifications of the apparent low bidder, the RLPL must be notified as soon as possible of the objection with a summary of the justifiable reasons. The RLPL will then notify the NYSDOT MO-Local Programs Bureau (MO-LocalProgramsBureau@dot.ny.gov). If the Sponsor has concerns with an apparent low bidder, documentation supporting the concerns should be provided to NYSDOT.

### 14.4.3 Reasonableness Justification

When the apparent low bid is more than 15% higher or lower than the Engineers Estimate a reasonable justification is to be included in the bid analysis. Where the bid is 15% higher, the justification should focus on notable differences between the low bid and Engineer's Estimate for specific items and should discuss the apparent reasons such differences exist and any inherent risks. Where lower, the justification should focus on the experience of the apparent low bidder and its ability to complete the contract according to ***9 NYCRR 4.170***. If it is determined that changes to the Engineer's Estimate would be appropriate based on bid analysis findings, provide descriptions of the revisions to prices for each item that is revised and a revised total of the Engineer's Estimate. All revision descriptions must include dollar amounts and not general statements.

A reasonableness justification shall include all of the following:

1. Consider the structural assessment review performed by the structural designer, if applicable. Justify if the determination does not coincide with the "recommendation to award" by the structural designer.
2. Determine whether the contract can be divided into smaller segments or stages of construction, combined with work in a larger contract, or if there are changes in the contract requirements that can be made to reduce the cost of work or produce more competition.
3. Determine whether a contract is essential and whether the delay resulting from canceling and re-letting would not be in the best public interest. Contracts considered essential include, but are not

necessarily limited to safety contracts, which are to correct hazardous conditions to the traveling public, emergency repairs or replacement of damaged facilities.

4. Determine whether a timely award is required to complete staged construction, order materials, coordinate with and to allow other contracts (including other governmental and private contracts) to proceed, meet commitments made by the Sponsor, or to complete a facility in its entirety.

5. Determine if a delay would result in a substantial impact on the contract completion date or extend the contract beyond the contract completion date, over the winter and into the next construction season, thereby increasing the contract cost.

6. Determine whether the general location of the contract is saturated with similar types of construction contracts, thus tending to reduce competition.

7. Determine whether a shortage of construction labor, equipment or specialty capability and experience exists in the contract area, resulting in a general increase in bid prices.

8. Make a recommendation as to whether to award the contract.

### 14.4.4 Single Bid Analysis

For all contracts where only one bid has been received, the Sponsor should ascertain the potential for increased bidding if the contract were rebid, by examining the list of plan buyers for other potential bidders. Potential bidders should be contacted for their reasons for not bidding. Based on such discussion, determine whether revisions to the contract requirements could result in lower bids through increased competition or clarification of ambiguities. The Sponsor should determine whether the contract is essential and the potential for increased bidding if the contract were to be rebid. The Sponsor will provide the RLPL with the analysis and their determination on how they plan to proceed. The RLPL will review the analysis and provide the Sponsor with an acknowledgment and what steps are necessary. If the Sponsor has proposed to rebid the project, then the RLPL will acknowledge indicating that the Sponsor will need to provide a modified contract bid documents as outlined in Chapter 12 of the LPM before receiving authorization to re-advertise the project. If the Sponsor has proposed to not rebid based on their analysis and concurrence with the RLPL, the Sponsor will proceed with the award process.

### 14.4.5 Rejection of All Bids

It may be necessary to reject all bids. Reasons to reject all bids are:

- inadequate competition due to a limited number of bidders;
- high bids due to unclear requirements;
- bids where additional costs could not be justified; or
- other circumstances such as permits not being received.

A written discussion provided to the RLPL should include reasons why the Sponsor believes that they will receive better bids if the contract is re-let, or what changes will be made to secure more competitive bid prices, such as the bidding environment or time of the year when the job will be let. If after consultation and written concurrence with NYSDOT, all bids are rejected by the Sponsor, the Sponsor must notify ***all bidders***.

### 14.4.6 Bidder Error

Occasionally a bidder will inadvertently err so severely that it is not reasonable to expect contract fulfillment. ***General Municipal Law 103(11)*** ("Advertising for bids; letting of contracts; criminal

conspiracies") sets forth requirements to excuse a bidder for an error in bidding and to proceed to the next lowest responsible bidder:

> *Bid mistake; public projects. (a) In all contracts governed by this section, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer or subdivision in status quo ante. (b) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the awarding officer, board or agency may, in its discretion, award the contract to the next lowest responsible bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.*

### 14.4.7 Move to Second Bidder

On occasion, the Sponsor will proceed to the Second Bidder. These occasions are:

- Bidder Error as noted in Section 14.4.6.
- Verified documentation determining that the apparent low bidder is not a 'responsible bidder'.
- Documented justification of objection to the apparent low bidder by Sponsor.
- Failure of the apparent low bidder to provide adequate and timely documentation to a Good Faith Effort.
- Failure of the apparent low bidder to provide adequate justification to a significantly unbalanced bid proposal.

If the Sponsor moves to the apparent second low bidder, the Sponsor must complete the bidder responsibility and analysis (Sections 14.4.1 thru. 14.4.1.3) for the second bidder. Documentation concurring with the move to the second bidder should be provided with the Award package.

## 14.5 PRE-AWARD CIVIL RIGHTS RESPONSIBILITIES

The Sponsor must monitor and report on the contract's DBE participation. There are three distinct stages of DBE participation: goals, commitments, and attainments. Goals are established prior to letting in the contract documents as a percentage of the contract bid price. After contract letting, the goal is expressed as a dollar amount. During the pre-award process, the apparent low bidder provided their agreed-upon DBE commitment as a dollar amount. After the contract award, attainment is measured after completion of the work in dollars paid to certified DBEs.

To comply with Federal Aid Civil Rights requirements, NYSDOT utilizes the Civil Rights monitoring and reporting software, Equitable Business Opportunities Solutions (EBO). It is the Sponsor's responsibility during pre-award to confirm that the apparent low bidder has committed to meeting the DBE participation goal or has demonstrated good faith efforts to do so. If the apparent low bidder has not met the goal, review of good faith efforts (GFE) and concurrence from the RLPL and NYSDOT's Main Office Local Programs Bureau is required. If the apparent low bidder fails to provide DBE commitment or provide a GFE pre-award, the Sponsor can move to the second low bidder.

Sponsors should note that in accordance with ***NYSDOT Standard Specifications 105-21*** (Civil Rights Monitoring and Reporting), the Contractor must submit timely, accurate and complete data using EBO.

### 14.5.1 Equitable Business Opportunities (EBO)

Project entry into EBO is required during pre-award once the low bidder has been identified. The following steps are to be completed before the submittal of the Award Package to the RLPL and **before** award of the contract:

1. After the identification of the apparent low bidder, the Sponsor will immediately submit the "Contract Template" (contract's items, quantities, low bid prices, and apparent low bidder information) to the RLPL, utilizing the "FA DBE EBO Template Construction" and confirm the correct Units of Measure for a seamless upload into the Civil Rights reporting software, EBO.

2. The RLPL will perform a Quality Assurance review on the Template to determine if the header information has been completed and that the units of measure being used are correct. If there are errors, the RLPL will return the template to the Sponsor for correction. The RLPL will submit the completed Template to localprograms.ebo@dot.ny.gov for upload into EBO.

3. Main Office Local Programs Bureau will notify the RLPL; who will then notify the Sponsor that the Template has been successfully loaded into EBO.

4. The Sponsor will notify the apparent low bidder that the contract has been initialized in EBO.

5. The low bidder must enter their complete DBE participation package in EBO within 5 (five) calendar days from the date of the **bid opening**, or risk having their bid declared non-responsive.

6. The Sponsor and RLPL must review the pre-award participation data in EBO to confirm that the DBE goal is met.

7. If the DBE goal is not met, the low bidder must provide documentation of Good Faith Efforts (GFE) to the Sponsor. The Sponsor will forward copies and any other additional information, to the RLPL for concurrence with NYSDOT's Main Office of Civil Rights as detailed in section 14.5.2 titled "Good Faith Efforts (GFE)."

The following pre-award participation data in EBO must be reviewed for completeness and accuracy by the Sponsor:

- All proposed DBEs are listed in the New York State Unified Certification Program (UCP) Directory located at https://nysucp.newnycontracts.com/.
- All proposed DBEs are listed in the UCP Directory to perform the work that they are being proposed to perform (NOTE: If there are no NYSDOT Work codes indicated on the DBE's Certification, if NYSDOT work codes do not match the contract pay items, or if they are not being used, then the NAICS codes should be reviewed against the proposed work.)
- All proposed DBE participation is identified with the correct work type such as construction, material supplier, professional services, etc.
- A completed *AAP22 DBE Material Supplier Commitment Information* form is submitted for each proposed DBE material supplier as part of the award package; this form can be found at NYSDOT's Office of Construction - Forms. Information should be entered into EBO.
- A completed *AAP23 DBE Trucking Commitment Information* form is submitted for each proposed DBE trucking firm as part of the award package; this form can be found at the above website. Information should be entered into EBO.
- All proposed trucking utilization is supported by trucking data entered in EBO.
- All partial items are explained in writing and submitted to RLPL.

- All proposed DBEs acknowledged their respective proposed participation in EBO.

### 14.5.2 Good Faith Efforts (GFE)

If the apparent low bidder does not meet the DBE goal, the apparent low bidder must document that it conducted adequate Good Faith Efforts (GFE) to achieve the goal.

Once the apparent low bidder has supplied the GFE documentation, the Sponsor will forward copies and any other additional information, to the RLPL for concurrence by NYSDOT's Main Office of Civil Rights. Once NYSDOT's review is complete and the Sponsor notified, the Sponsor shall approve the pre-award DBE participation in EBO and will proceed with its award process.

**The Sponsor shall not award the project to the apparent low bidder until concurrence is received from NYSDOT of both the GFE and Award Package.** Notice to Proceed issued by the Sponsor to the apparent low bidder prior to NYSDOT issuing Authorization to Proceed without NYSDOT review and concurrence may result in a loss of federal aid.

The apparent low bidder should provide a comprehensive GFE package to the Sponsor. The GFE supporting documentation includes, but is not limited to, the following:

- *Form AAP-10 D/M/WBE Solicitation Log* this form can be found at NYSDOT's Office of Construction - Forms.
- Copies of correspondence, faxes, and e-mails sent to prospective DBEs;
- Copies of advertisements (e.g., newspaper ads);
- Copies of quotes from non-selected DBEs as well as quotes from the selected non-DBEs.

At a minimum, the Sponsor should perform the following analysis for GFE and provide a summary when transmitting to the RLPL:

- Check the DBE certification status of each firm contacted.
- If the firm cannot be found in the UCP Directory, confirm the certification status with the certifying agency responsible for the firm. Never accept copies, faxes, or scans of certification letters.

Compare the work in the contract against:

- Work for which DBEs were solicited.
- Work that the DBEs are listed to perform.
- Compare the location of each DBE firm to ensure an exhaustive search was performed for each item, within an appropriate radius of the project in accordance with NYSDOT Standard Specification §102-12(G).
- Identify available participation opportunities and compare them against the type of work solicited.
- Ensure all types of DBE firms were solicited including, material supply, manufacturing, fabrication, professional services, etc.
- Cross-reference letters, faxes, AAP-10, etc.

Compare the DBE's price against:

- Engineer's Estimate;
- Bid price;
- Weighted Average Item Price Report data;
- Where does the DBE's price fall in comparison to all the above;
- Contact a sample of the firms listed on the AAP-10 to verify solicitation effort stated in the solicitation log and other documents:
  - When contacted;

  - By whom;
  - By what method(s);
  - How many times;
  - For what work;
  - Was quote/bid submitted;
  - Were plans provided/made available – how and when?
- Low bidder's follow-through;
- Compare all efforts against Appendix A, Standard Clauses for NYS Contracts to ***49 CFR 26***.

The Sponsor should discuss any document deficiencies with the apparent low bidder. If the Sponsor is satisfied, the documentation is provided to the RLPL for concurrence with the Office of Civil Rights.

If the Sponsor determines that the low bidder did not conduct adequate GFE, it should present its recommendation with this analysis and supporting documentation to its management as well as to the RLPL in a narrative which should include:

- State the specific non-compliance actions.
- Cite the specification and regulation for each non-compliance action or class of actions.
- Provide calculations of the amount achieved toward the DBE goal and the difference.
- Provide an analysis of the feasibility of the DBE goal.
- Provide a timeline or chronology of events.
- Calculations of the difference between the first and second low bidders.
- Any other relevant information.

The Sponsor must follow its administrative process and document its steps and actions. If it is determined that the low bidder did not conduct adequate GFE, the Sponsor may disqualify the low bidder and request from the RLPL concurrence to award to the second low bidder who has successfully met the DBE goal or has submitted sufficient GFE.

The DBE goal is in effect for the duration of the contract. If the DBE goal is not met at the time of award and was awarded based on a GFE, then the ***Sponsor*** must ensure Good Faith Efforts are made throughout the life of the contract. The contractor will be required to continue to solicit DBE firms for participation in the contract and document those efforts. The Sponsor will continue collecting the additional GFE documentation from the contractor throughout the duration of the contract, or until the DBE goal is met.

The DBE Attainment Report from EBO shall be submitted with the Sponsor's request(s) for reimbursement. See LPM Chapter 5 for reimbursement instructions.

## 14.6 BRIDGE CONSTRUCTION UNIT COST DATA (if applicable)

Annually, all states are required to submit to FHWA bridge construction unit costs for all new and replacement bridges constructed using any federal funds. The FHWA requirement does not pertain to bridge rehabilitations, superstructure replacements, or pedestrian bridges.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included. This data must be provided to NYSDOT when the contract is awarded.

The Bridge Construction Unit Cost Datasheet (see Appendix 14-2 for a sample) must be provided to the RLPL, who forwards them to NYSDOT's Main Office. The collected data is provided to FHWA for their program analysis.

## 14.7 AWARD PACKAGE

NYSDOT delegated oversight authority by FHWA, is responsible for the construction of all Federal-aid projects. When the project is not on the NHS or State Highway System, NYSDOT is not relieved of overall project responsibility, thus the Sponsor must submit a Contract Award Package to the RLPL requesting a Concurrence in Award letter.

The following items are to be included in the Contract Award Package (see Appendix 14-3 for the Contract Award Checklist):

- Bid Opening, Verification, and Sponsor Recommendation Letter (see Appendix 14-1) and attachments.
- Proof of Advertising which consists of the ad from the Contract Reporter, local newspaper, and copies of any other advertisements placed, whether in hard copy or electronic media. (see section 14.2 – "Advertising").
- Copy of all amendments issued:
    - Amendments distribution records showing that all amendments were sent to all plan buyers.
    - A record showing receipt of amendments by plan holders/bidders.
- A list of plan holders.
- Copy of notarized and signed proposal of the verified apparent low bidder.
- Copy of Certificate of Insurances – Workers Compensation and Disability Benefits (see Chapter 12.3.8).
- Copy of bond and/or bid deposit.
- Signed Non-Collusive Bidding Certification (see Appendix 12-1.14).
- Signed Disclosure of Lobbying Activities Forms (see Appendix 12-1.7).
- Copy of the confirmation of an approved CCA-2 *New York State Uniform Contracting Questionnaire.*
- Certification of apparent low bidder responsibility (see Section 14.4.1 – "Bidder Responsibility").
- Bid analysis completed by Sponsor (see Section 14.4.2).
- Description from the Sponsor concerning how it intends to inspect and provide QA/QC, as noted in the approved CMP.
- Bridge Construction Unit Cost Data (required for all projects with new or replacement bridges, (see Appendix 14-2).
- Documentation demonstrating that the low bidder met their responsibility for Equal Employment Opportunity (EEO) participation (AAP33 from EBO).
- DBE participation – EBO utilized and DBEs have acknowledged work. The Concurrence of proposed DBE participation by the RLPL prior to award.
- GFE documentation, if the DBE goal appears - the Sponsor **cannot award** the contract until NYSDOT's Office of Civil Rights concurs with the GFE.
- DBE trucking information in EBO if trucking is utilized from EBO.
- DBE Material Supplier Commitment Information (AAP22), if DBE material suppliers are utilized.
- DBE Trucking Commitment Information (AAP23), if DBE trucking firms are utilized
- Identification of Affirmative Action Representatives in EBO (not required for suppliers)

- Documentation demonstrating that the low bidder met their responsibility for DBE participation when goals were established. See NYSDOT Contract Administration Manual (CAM) §102-12 and Chapter 13 Civil Rights Requirements.

Sponsors must submit the Award Package for review prior to the award of the contract in order for the RLPL to conduct their review. RLPL will review and issue a Concurrence in Award letter when all questions and comments have been addressed.

## 14.8 CONTRACT AWARD

Federal aid contracts shall be awarded only based on the lowest responsive bid submitted by a bidder meeting the criteria of responsibility established by NYSDOT, in accordance with "Licensing and qualification of contractors per ***23 CFR 635.114(a)***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration as noted in ***140 of the State Finance Law*** and ***Section 105 NYS General Municipal Law***.

The Sponsor must certify in writing that all items in the award documentation package have been addressed and request a Concurrence in Award letter from the RLPL. In support of the Sponsor's request, the Sponsor must summarize the results of their bid analysis and highlight any irregularities that may have been identified using the Tabulation of Bids (see Appendix 14-5). The summary must include the bid tabulations of the project, showing bid item details for at least the low three acceptable bids and the total amounts of all other acceptable bids. After receiving the Concurrence in Award letter from the RLPL, the Sponsor may award the contract, provide notification of the award to the RLPL, and schedule a Pre-Construction Kick-off meeting to which the RLPL needs to attend.

For projects on the NHS System, Sponsors must contact the RLPL for additional requirements. See PDM Chapter 4, Table 4-3. Concurrence in the award is a prerequisite to federal participation in construction costs and, unless specifically stated otherwise, constitutes authority to proceed with construction ***23 CFR 635.114(b)***. The Concurrence in Award Letter must be retained as part of the project record by both the Sponsor and the RLPL.

## 14.9 REFERENCES

**Federal Regulations**
23 CFR 230 Subpart A—Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (Including Supportive Services
23 CFR 635.104 Method of Construction
23 CFR 635.105 Supervising agency (NYSDOT)
23 CFR 635.112 Advertising for bids and proposals
23 CFR 635.113(a) Bid opening and bid tabulations
23 CFR 635.114(a)(b) Award of contract and concurrence in award
49 CFR 26 Participation by Disadvantaged Business Enterprises (DBEs)

**State Laws, Regulations, and Guidance**
9 NYCRR 4.170 Establishing Uniform Guidelines for Determining the Responsibility of Bidders
NYS Finance Law – Section 140 Disposition of deposit accompanying bid
NYS General Municipal Law, Section 103, Subdivision 11 Advertising for bids and offers; letting of contracts; criminal conspiracies
NYS General Municipal Law Section 105 Disposition of deposit accompanying bid
NYS Procurement Guidelines
NYSDOT Civil Rights Forms – Not in Equitable Business Opportunities (EBO)
NYSDOT Contract Administration Manual §102-12
NYSDOT Office of Construction - Forms
NYSDOT Standard Specifications §101-02
NYSDOT Standard Specifications §102-12
NYSDOT Standard Specifications §105-21
PDM Chapter 4, Table 4-3

**Web addresses**
Corporation/Business Entity Database
https://www.dos.ny.gov/corps/
List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid
https://uscontractorregistration.com/?gclid=EAIaIQobChMIqsz--LHv2wIVVlmGCh2qug_pEAAYASAAEgLb-fD_BwE
List of Employers Ineligible to Bid on or be Awarded any Public Work Contract
https://apps.labor.ny.gov/EDList/searchPage.do
NYSCR Contract Us
https://www.nyscr.ny.gov/contactUs.cfm
NYSCR Registration
https://www.nyscr.ny.gov/register.cfm
New York State Unified Certification Program (UCP) Directory
https://nysucp.newnycontracts.com/
Office of Safety and Health Administration (OSHA)
https://www.osha.gov/pls/imis/establishment.html
The New York State Contract Reporter
https://www.nyscr.ny.gov/
Weighted Average Item Price Report data
https://www.dot.ny.gov/divisions/engineering/design/dqab/waipr

# LPM

# APPENDICES

# CHAPTER 14

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## Appendix 14-1
## BID OPENING, VERIFICATION AND SPONSOR RECOMMENDATION LETTER
## Support for Concurrence in Award

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

**RE: AWARD DOCUMENTATION**
[PIN, PROJECT NAME]
**BID OPENING, ANALYSIS, CERTIFICATION, AND RECOMMENDATION**

Dear [RLPL Name]:

In accordance with Chapter 14 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has advertised, accepted bids, and completed the award process for the construction contract for the above-referenced locally administered federal aid project including:

- Advertised, at least 15 business days before the bid opening in the NYS Contract Reporter;
- Indicated the Disadvantaged Business Enterprise (DBE) [ or Minority/Women Business Enterprise (M/WBE)] goals in the ad;
- Opened bids and read them aloud in a public forum in accordance with standard competitive bidding procedures and requirements;
- Mathematically verified bids and determined if bids are responsive;
- Provided a tabulation of all bids received at a public bid opening (attached);
- Determined low bidder and, if applicable, the low bidder in accordance with approved alternate bidding procedures, if used;
- Evaluated responsibility of the low bidder in accordance with Section 14.4.1 of the LPM;
- Analyzed bids in accordance with Section 14.4.2 of the LPM (attached);
- Evaluated and ensured appropriate DBE [ or M/WBE] participation by DBE [ or M/WBE] firms listed on NYSDOT registry prior to award;
- Completed all outstanding items, if any, which were incomplete at the time Authorization to Proceed with Advertisement was issued (Right-of-Way, permits, Construction Management Plan, etc.);
- Submitted the Contract Award Documentation Package with the checklist, described in Section 14.7 of the LPM to the RLPL;
- All environmental permits and approvals have been secured except those identified in the contract documents as needing to be obtained and secured by the contractor;
- Justification for rejection of all bids (if applicable);

**AWARD DOCUMENTATION** **-2-** [PIN]

The following information is provided:

- Project authorized for advertising by NYSDOT on [date];
- Project advertised for [days] business days beginning on [date];
- Bid Opening was [date];
- Contract Number is [LD OSC Contract Number];
- [#] of bids were received;
- [#] of plan holders;
- The computation of bids was verified by: [name of firm, individual] on: [date]
- The construction is being inspected by: [name of firm]

Engineer's Estimate: $ xxx, xxx.xx DBE or [M/WBE] Goal %

Bidders in rank order:

| Rank | Bidder Name | Bid Amount | Contract Goal % |
|---|---|---|---|
| 1 | [Const. Co. A] | [$ xxx, xxx.xx] | % |
| 2 | Const. Co. B | $ xxx, xxx.xx | % |
| 3 | Const. Co. C | $ xxx, xxx.xx | % |
| 4 | Const. Co. D | $ xxx, xxx.xx | % |
| 5 | Const. Co. E | $ xxx, xxx.xx | % |

The following irregularities were found: [note irregularities or indicate n/a]

The Lowest Responsible Bidder: [Const. Co. A] Low Bid: [$ xxx, xxx.xx]

| | Total Bid |
|---|---|
| Federal Share is | $xxx, xxx.xx |
| State share (if applicable) is | $xxx, xxx.xx |
| Local share (if applicable) is | $xxx, xxx.xx |

( ) I recommend the award of the above contract to the lowest responsible bidder.

( ) I recommend the rejection of all bids.

Sincerely,

[RLO – name, title]
[Sponsor]

Attachments:
Appendix 14-3, Locally Administered Project Contract Award Checklist and documents
Appendix 14-4, Tabulation of Bids
Bid Analysis

# Appendix 14-2
# BRIDGE CONSTRUCTION UNIT COST DATA
# (Sponsor Sample)

**Appendix 14-2**

**BRIDGE CONSTRUCTION UNIT COSTS DATA**

| | |
|---|---|
| **Description:** | |
| **Letting Date:** | |
| **Contract No.:** | |
| **County:** | |
| **BIN:** | |
| **PIN:** | |
| **Structure Type:** | |
| **Deck Area (SQFT):** | |

| ITEM | ITEM DESCRIPTION | UNIT | COST/UNIT | QUANTITY | LOW BID |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

INSTRUCTIONS on completing the Bridge Construction Unit Cost Data sheet.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, for all new and replacement bridges constructed using federal funds and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included.

Do not complete this form for bridge rehabilitations, superstructure replacements or pedestrian bridges.

| | |
|---|---|
| Description: | Short Description of the Project. |
| Letting Date: | Indicate date project was let on. |
| Contract No: | LD (Office of the State Comptroller Number from the State/Local Agreement.) |
| County: | Location of the bridge. |
| BIN: | Bridge Identification Number. |
| PIN: | Indicate the 6-digit project identification number. |
| Structure Type: | Slab; Stringer/Multi-Beam; Girder; Tee Beam; Box Beam; Box Girder; Frame; Culvert; Truss, Deck; Truss, Thru; Arch, Deck; Arch, Thru; Suspension; Stayed Girder; Movable Lift; Tunnel. |
| Deck Area (Sqft) | Indicate the square footage of the deck area of the bridge. |
| Items: | Indicate only those items in the bridge share of the project. |
| Description: | Provide a short description of the item |
| Unit: | EA - Each; SF - Square feet; LF - Linear feet; LS - Lump sum |
| Cost/Unit | Cost per Unit. |
| Quantity | Indicate quantity. |
| Low Bid | Total cost per low bid per item. Column will automatically calculate. |

## Appendix 14-3
## Locally Administered Project Contract Award Checklist

| | |
|---|---|
| PIN: [redacted] | Award Package Received by RLPL: / / |
| Project: [redacted] | Start Review on: / / |
| Sponsor: [redacted] | Finish Review by: / / |
| Federal Aid Project ☐ Non-Federal Aid Project ☐ | Project on NHS or State Highway? Y ☐ / N ☐ |

| Date Sponsor | Date RLPL | Complete | Required Items |
|---|---|---|---|
| / / | / / | ☐ | Proof of advertisement (Contract Reporter, local newspapers, etc.) |
| / / | / / | ☐ | Amendments issued: |
| / / | / / | ☐ | • No concerns with amendments. |
| / / | / / | ☐ | • Copy of receipt of amendments by all bidders. |
| / / | / / | ☐ | Bid Opening, Verification and Sponsor Recommendation Letter (LPM Appendix 14-1) |
| / / | / / | ☐ | • Copy of verified low bidder's signed bid sheets. |
| / / | / / | ☐ | • Mathematical verification of bids provided. |
| / / | / / | ☐ | • Engineer Estimate (EE) and unit bid prices for all bidders. |
| / / | / / | ☐ | • Recommendation of award by Responsible Local Official *(On NHS or State Highway System)* |
| / / | / / | ☐ | • List of Plan holders. |
| / / | / / | ☐ | Award or recommendation consistent with *LPM* approved alternate bidding process |
| / / | / / | ☐ | Bid analysis (LPM 14.4.2) - no collusion, no unbalancing for high bid/low bid items (25% over/under EE) and in certain cases major items. |
| / / | / / | ☐ | • Items 25% over/under EE reviewed. |
| / / | / / | ☐ | • Omissions or errors explained. |
| / / | / / | ☐ | • Quantity changes affecting ranking of bidders. |
| / / | / / | ☐ | • Significant variation from EE/unbalancing of unit prices explained. |
| / / | / / | ☐ ☐ n/a | • Reasonable justification provided (LPM 14.4.3). |
| / / | / / | ☐ ☐ n/a | Project Segments on the State or NHS (LPM 15.3.1.1.1). QC/QA Plan in place. |

| Date Sponsor | Date RLPL | Complete | Required Items |
|---|---|---|---|
| / / | / / | ☐ | Bidder Responsibility: (LPM 14.4.1)<br>https://uscontractorregistration.com/ – use this to register to do business with U.S. government.<br>http://www.osha.gov/pls/imis/establishment.html – use this to check if any OSHA violations. http://www.dos.ny.gov Go to "Corporations/State Records & Uniform Commercial codes", "Search for Corporations". |
| / / | / / | ☐ | • NYS Uniform Contracting Questionnaire (Form CCA-2) completed and on file with DOT . |
| / / | / / | ☐ | • Debarment History Certification https://apps.labor.ny.gov/EDList/searchPage.do. |
| / / | / / | ☐ | • Disclosure of Lobbying Activities form signed. |
| / / | / / | ☐ | • Non-collusive Bidding Certification form signed. |
| / / | / / | ☐ | Certificate of Insurances: Workers Compensation and Disability Benefits. |
| / / | / / | ☐ | Bond and/or Bid Deposit |
| **DBE goal is [redacted] % (Federal Aid Project)** | | | |
| | | ☐ | All DBE firms verified in NYS Unified Certification Program (UCP).<br>https://nysucp.newnycontracts.com/ |
| / / | / / | ☐ | All DBE firms certified for items of work they are proposed to perform. |
| / / | / / | ☐ | All DBE firms entered correctly, acknowledged and approved in EBO. |
| **MBE goal is [redacted] % (Non-Federal Aid Project Only)** | | | |
| **WBE goal is [redacted] % (Non-Federal Aid Project Only)** | | | |
| **M/WBE Waiver Request (Non-Federal Aid Project Only)** | | | |
| | | ☐ | All M/WBE firms verified. |
| **D/M/WBE goal not met: (Federal and Non-Federal Aid Projects)** | | | |
| / / | / / | ☐ ☐ n/a | Good Faith Efforts documentation submitted: |
| / / | / / | ☐ | • Form AAP-10 D/M/WBE Subcontractor & Supplier Solicitation Log. |
| / / | / / | ☐ | • Correspondences, faxes, emails. |
| / / | / / | ☐ | • Advertisements (e.g. Newspaper ads). |
| / / | / / | ☐ | • Quotes from non-selected/selected D/M/WBE's. |

| Date Sponsor | Date RLPL | Complete | Required Items |
|---|---|---|---|
| / / | / / | ☐ ☐ n/a | • Good Faith Efforts documentation approved by Main Office Local Program Bureau (LPB). |
| / / | / / | ☐ | Award notification to Contractor (formal award documentation). |
| / / | / / | ☐ | Low bid broken down by fiscal and highway/bridge share. |

| For RLPL Use: | | | |
|---|---|---|---|
| | / / | ☐ ☐ n/a | If EE greater than available capped funds, is assurance granted by Sponsor to fund difference with own funds? |
| | / / | ☐ ☐ n/a | Explanation of cost increases adequate? |
| | / / | ☐ ☐ n/a | If additional federal aid is requested/needed and applicable, has it been secured? |
| | / / | ☐ ☐ n/a | Construction related costs (CI, RRFA, utility, etc.) are known. |

**For RLPL Use:**

***Low Bid vs. Programmed Funds*** *(to be used in Award Notification Memo)*

| | Funding Source | Programmed | Low Bid |
|---|---|---|---|
| Construction | | $ | $ |
| Highway..... | ..... | $..... | $..... |
| Bridge..... | ..... | $..... | $..... |
| 100% Local ..... *(betterment, amount over capped funding, etc.)* | ..... | $..... | $..... |
| Utilities..... | ..... | $..... | $..... |
| Total..... | ..... | $..... | $..... |
| Construction Inspection Who Performing: | | $ | $ |
| Total Construction Phase | | $ | $ |

Let Date: _____ Completion Date: _____ EE: $_____ Award Date: _____

Contractor: _____ OSC D#: _____ Construction FA # _____

EE at time of letting matches Award EE *(If Award amount differs from EE at letting by > 10% and the additional bid analysis is not done, is federal funding affected? If not, then eliminate this checklist item. If so, then next step is to make sure appropriate bid analysis was done (> or < 10% of EE).*

| Any recommendations, unique, unusual, unfinished, (e.g. ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter: |
|---|
| |

**Unique Situations**

| Regional Reviewer | Concern/Situation | Resolution/Date |
|---|---|---|
| | | |
| | | |
| | | |

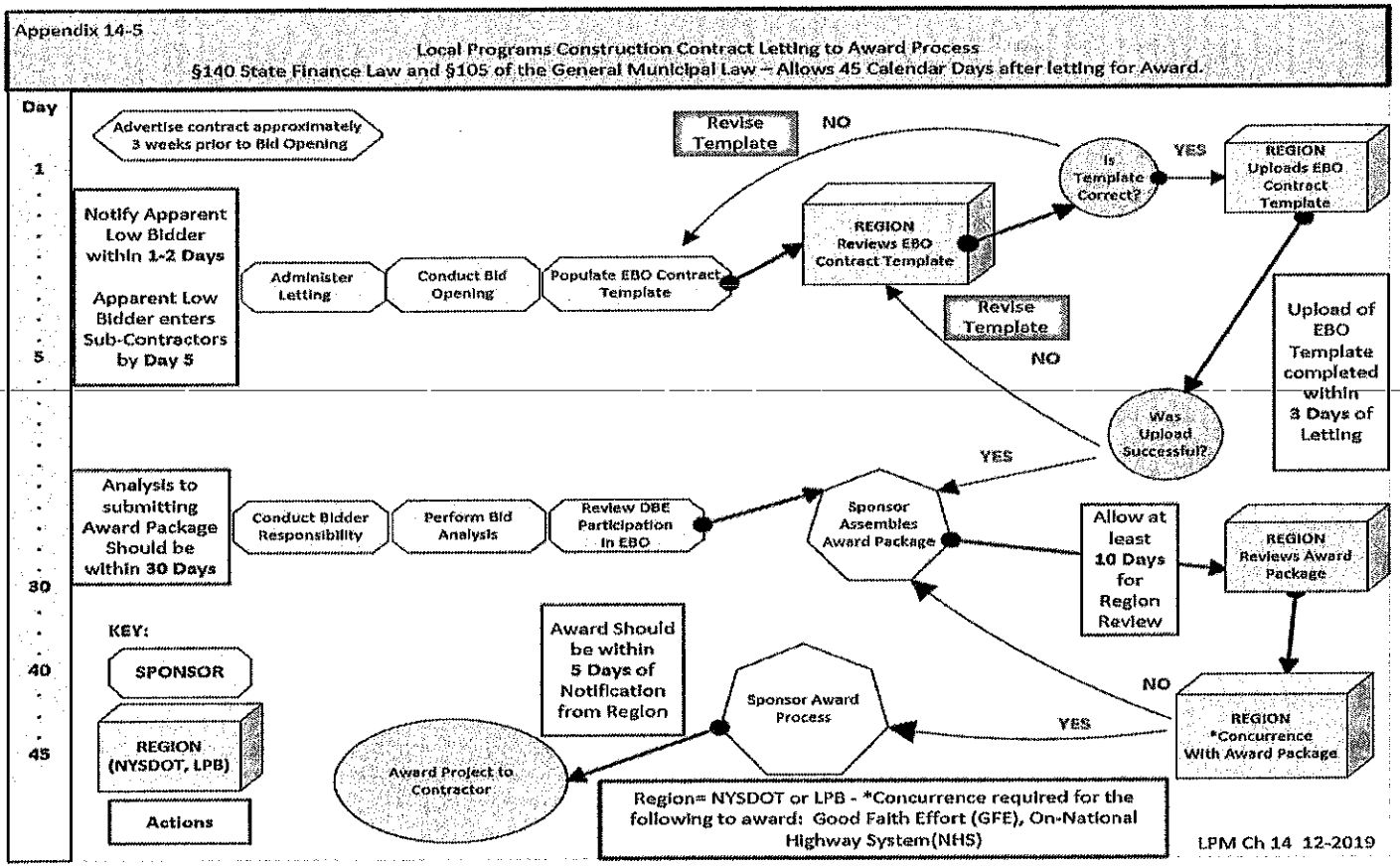
## Appendix 14-4
## TABULATION OF BIDS
## (SAMPLE)

Date:

| | |
|---|---|
| **PIN:** | |
| **Project:** | |
| **Letting Date:** | |
| **Sponsor:** | |

| | | | | | | Bidder A | | | Bidder B | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item** | **Item Description** | **Unit** | **Quantity** | **Unit Price** | **Engineer's Estimate** | **Quantity** | **Unit Price** | **Total Cost** | **Quantity** | **Unit Price** | **Total Cost** |
| 1.06 | CLEARING AND GRUBBING | L.S. | 1 | $2,500.00 | $2,500.00 | 1 | $3,000.00 | $3,000.00 | 1 | $3,500.00 | $3,500.00 |
| 609.0401 | CAST-IN-PLACE CONCRETE CURB TYPE VF 150 | L.F. | 730 | $40.00 | $29,200.00 | 730 | $40.00 | $29,200.00 | 730 | $45.00 | $32,850.00 |
| 608.0101 | CONCRETE SIDEWALKS AND DRIVEWAYS | C.Y. | 40 | $600.00 | $24,000.00 | 40 | $650.00 | $26,000.00 | 40 | $500.00 | $20,000.00 |
| 635.0203 | CLEAN AND PREP OF PAVEMENT SURFACES - LETTERS | EA. | 40 | $40.00 | $1,600.00 | 40 | $50.00 | $2,000.00 | 40 | $43.00 | $1,720.00 |
| 698.04 | ASPHALT PRICE ADJUSTMENT | D-C | 1 | $1.00 | $1.00 | 1 | $1.50 | $1.50 | 1 | $2.00 | $2.00 |
| | | | | | | | | | | | |
| | | | **Computed TOTAL:** | | **$57,301.00** | | | $60,201.50 | | | $58,072.00 |
| | | | | | | | | | | | |

## Appendix 14-5
## LETTING TO AWARD FLOWCHART



## Appendix 14-6
## CHECKLIST- AFTER A PROJECT HAS BEEN LET, BUT NOT AWARDED

**Per §140 of the NY State Finance Law and §105 of the NYS General Municipal Law, 45 Calendar Days is allowed after letting to Award.**

| | |
|---|---|
| PIN: [redacted]<br>Project: [redacted]<br>Sponsor: [redacted] | Received by RLPL: / /<br>Start Review on: / /<br>Finish Review by: / / |

**Within first 3 Days of letting:** ***(Date Completed)***

☐ Unverified Low Bidder, number of Bidders, Engineer Estimate and Low Bid. _____
- Sponsor provides the RLPL with the results of the letting **immediately.**

☐ Sponsor provides RLPL with **a single contact** for the award process. _____
- name, email address, and phone number.

☐ Sponsor verify bids. _____

☐ Sponsor identifies Apparent Low Bidder ***within 2 calendar days***. _____

☐ Sponsor performs bidder responsibility review ***within 2 calendar days***. _____
- For all contracts, the New York State Uniform Contracting Questionnaire (CCA-2) is used in the qualification of an entity as a "responsible bidder."
- United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.
- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.

☐ Sponsor completes bidder responsibility review and informs Apparent Low Bidder _____
***within 2 calendar days.***

☐ Sponsor compiles the "*Contract Template*" for entry into EBO and submits to RLPL _____
***within 3 calendar days.***
- Verify template to ensure that there are no errors; total of extended prices must match the Low Bid.
- The template can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights.

☐ Sponsor compiles "Award Documentation Package" for "lowest responsible bidder". _____
- See Local Program Manual, Chapter 14 – Advertisement, Contract Letting Award, Appendix 14-3 for a *"Locally Administered Project Contract Award Checklist"*.

***(Date Completed)***

**Within 5 calendar days of Letting** (per NYS Standard Specifications Section 102-12, H.):

☐ Once EBO is set up, Apparent Low Bidder must enter Sub-Contractors, items and rates in EBO. _____

☐ Subcontractors must access EBO and acknowledge commitments. _____

☐ Sponsor must review and approve Subcontractors. _____

☐ Sponsor must inform RLPL once Subcontractors are approved and DBE Goal is met or submit GFE for approval. _____

☐ RLPL provides:
- Quality Assurance review on the Contract Templates and resolve errors. _____
- Forward Contract Template to Main Office Local Programs EBO Unit for upload (to localprograms.ebo@dot.ny.gov. _____

☐ Main Office Local Programs EBO Unit upload information from the Contract Template and notifies RLPL. _____

☐ RLPL notifies Sponsor of successful upload to EBO. _____

☐ **Sponsor, Apparent Low Bidder and proposed Subcontractors who do not have EBO access must submit a request for access to the RLPL.**
- **Forms can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/Sponsor%20Request%20for%20EBO%20system%20login.rtf**

**Within 25 days of Letting:**

☐ Sponsor submits the Assembled "Award Documentation Package" and checklist to the RLPL for review and Approval/Concurrence. _____

☐ Sponsor updates the Construction Management Plan (CMP) as needed and provides to the RLPL. _____

☐ The Sponsor can start working with the "lowest responsible bidder" on the contract agreement, bonds and insurances; do not execute an agreement yet.
- **WAIT** for the RLPL to get back to you regarding the review of the "Award Documentation Package" and further instructions.

**Between 30 and 40 Days of Letting:** ***(Date Completed)***

☐ RLPL receives **completed** Award Documentation Package. _____

☐ RLPL completes review of Award Documentation Package and notifies Sponsor With a "Notification to Proceed with Award" Letter. _____

☐ Sponsor Receives "Notification *to Proceed with Award"* from RLPL. _____

**Between 40 and 45 days from Letting:**

☐ Sponsor provides the RLPL with the date contract awarded to the contractor. RLPL to have Local Programs EBO Unit enter date and indicate contract awarded in EBO. _____

☐ Sponsor finalizes resolution, contract agreement, bonds and insurances, and highway work permit (if applicable). _____

☐ Sponsor sends Contractor Notification of Award to RLPL. _____

☐ Sponsor contacts RLPL to schedule a Pre-Construction meeting. _____

## Appendix 14-7
## Construction Advertisement Checklist
## (NYS Contract Reporter and Local Paper(s))

| | |
|---|---|
| PIN: _____ OSC D# _____<br>Project: _____<br>Sponsor: _____ | Start Review on: ___/___/___<br>Finish Review by: ___/___/___<br>Project on NHS or State Highway? Y / N |

The following information must be included in the ad: NYS Contract Reporter (NYSCR) https://www.nyscr.ny.gov/

| Included | Description of Information |
|---|---|
| | NYSDOT (6-digit) Project Identification Number (PIN) |
| | Local Contract Number (if applicable) |
| | Owner/Contracting Party |
| | Address of the Letting Venue |
| | Date and Time of Letting |
| | Where to obtain contract documents; official bidder's list |
| | Address where to submit bids |
| | Process of issuing Amendments |
| | Time for Performance of Contract |
| | NYSDOT Standard Specifications version date (1/1; 5/1; 9/1) as noted in Contract Proposal |
| | Federal Aid Project (LPM – Local Projects Manual) |
| | DBE Goal – Even if ZERO |
| | MBE Goal (For non-federal aid Projects Only) |
| | WBE Goal (For non-federal aid Projects Only) |
| | EEO Goal - Minority (To be included for ALL projects) |
| | EEO Goal – Female (To be included for ALL projects) |
| | Requirement to use Equitable Business Opportunity (EBO) software |
| | Requirement to submit *New York State Uniform Contracting Questionnaire* (CCA-2) online for prime and subs |
| | Requirement to submit completed Non-Collusion Forms (Appendix 12-1) |
| | Requirement to submit completed Lobbying Activities Form (Appendix 12-1) |
| | NO indication of residential or geographical restrictions or warranties |
| | Bid Deposit/Security required |
| | Bid cannot be withdrawn within 45 days of letting |
| | Owner's rights to waive any informalities and to reject any and all bids |
| | Contact name, phone number and/or email for any questions |
| | Bidder to promptly notify contact of any errors, omissions, conflicts, ambiguity, etc. in/among contract documents |

## Appendix 14-8
## SAMPLE NOTICE TO BIDDERS – ADVERTISEMENT TO BID

Notice is hereby given that the **[Sponsor]** will accept sealed bids for:

**[Project description, location]**
**[PIN XXXX.XX]**
**[Contract Number]**

The Owner is the **[Sponsor]** and the work site is/are located in the **[municipality]**. The projects limits extend from: **[location limits]**

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: **[Provide a description of work included. E.g. Installation of approximately 3,500 ft of sidewalks with or without curb; signing and striping including the installation of crosswalks, pedestrian traffic signal upgrades, drainage modification, resurfacing, bridge replacement, etc.]**

This is a Federal Aid Project **[State Aid Project]** and NYSDOT Standard Specifications, officially finalized and adopted on **[date]** as posted on the New York State Department of Transportation's website must be followed by the successful bidder.
**[Choose appropriate goal format, DBE or M/WBE, based on funding and eliminate section not applicable]**
The DBE goal for this project is: [ %]
**There are no M/WBE goals for this project.**
**[OR]**
The MBE goal for this project is: [ %]
The WBE goal for this project is: [ %]
**There are no DBE goals for this project.**
**(The EEO Goals apply to ALL contracts)**
The EEO Employment goals for this project are: [ %] Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20171010_EBO_Vendor_Login_Request_Form.pdf

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined, at no expense, at the office of: **[street address]** or at **[street address]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. Contract Documents are also available at **[insert link if applicable]**.

(If applicable) USB drives containing digital versions of the plans and specifications may be obtained at: **[indicate location]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. There is no charge for USB drives. The **[Sponsor]** and **[Consultant]** (if applicable) will not mail any USB drives or any other Bid Documents. Pick up of USB drives or other Bid Documents must be arranged.

(If applicable) A site visit will be conducted on **[date]** at **[time]** at the following location: [**location**].

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from **[Sponsor, individual, consultant firm]** to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by **[Sponsor, individual, consultant firm]** will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page **[xx-xx]** of the Bid Form and the Acknowledgement of Receipt of Addenda, page **[xx-xx]**. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to **[name, sponsor or name, consultant]** either through email at: **[email address]** or by telephone at **[area code, phone number]**. Bidders shall promptly notify **[name of contact]** of any errors, omissions, conflicts or ambiguity within the Contract Documents within **[xx]** days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a **[unit price]** bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at **[address of bid opening]** by **[time of bid opening]**, local time, on **[date of bid opening]** at which time they will be publicly opened and read aloud in the **[room location of bid opening]**. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled [**"BID: PROJECT TITLE"**].

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at https://osc.state.ny.us/venrep/form_cca2.htm.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The **[Sponsor]** reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the **[Sponsor's Governing Body]** before any award of contract may be made. Receipt of bids by the **[Sponsor]** shall not be construed as authority to bind the **[Sponsor]**.

The work will be substantially completed **[xx]** calendar days from Notice to Proceed and completed and ready for final payment on **[M/M/ DD/YYYY]**.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

**Owners Contact**
**Name**
**Title**
**Address**
**Phone/Email**

**Engineer's Contact**
**Name**
**Title**
**Address**
**Phone/Email**

# Appendix 14-9
# DBE COMMITMENT

AAF 141L
(5/2021)

**Federal DBE Commitment and GFE Bid Requirements**

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal % as Stated in the Advertisement

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

| DBE Name: | Work Category* | Description of Work | DBE Credit % [A] | Commitment [B] | DBE Credit (AxB) |
|---|---|---|---|---|---|
| Example Company: Drainage R Us<br>Address: 2545 Lexington Street, Troy, NY 12180 | Construction | Closed Drainage Installation | 100 | $1,120,000 | $1,120,000 |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |
| Address: | | | | | |

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.* Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

*NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.*

*Key:

| Work Categories | DBE Credit % |
|---|---|
| Construction | 100 |
| Fabricator | 100 |
| Manufacturer | 100 |
| Material Supplier | 60 |
| Professional Service | 100 |
| Trucking Firm | 100 |

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that SAFETY MARKING LLC (hereinafter called the "Contractor") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation created and existing under the laws of the State of CONNECTICUT, and licensed to do business in the State of New York, having its principal office in the city of HARTFORD, CONNECTICUT (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

ONE MILLION THREE HUNDRED NINETY ONE THOUSAND NINETY FOUR DOLLARS AND 50/100 Dollars ( $1,391,094.50 ) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 23RD day of JULY, 2024

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

NYSDOT PIN 0761.67, H62153-14G NASSAU COUNTY PAVEMENT MARKINGS PHASE 14, VARIOUS LOCATIONS

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, and also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein,

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whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

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IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

SAFETY MARKING LLC
Contractor

by _____ (L.S.)
MARK KELLY, CEO

by _____ (L.S.)

by _____ (L.S.)

(Corporate seal of Contractor if a corporation)

Title

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
~~XXXXXX~~: _____ (L.S.)
Title of Officer

(Corporate seal of Surety)

APPROVED AS PER CHARTER:

_____
Deputy County Attorney

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(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT )

) ss.: Bridgeport
COUNTY OF FAIRFIELD )

On this 23rd day of July , 2024 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(Acknowledgment by Contractor if a partnership)

STATE OF _____ )

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

Public
(Acknowledgment by Contractor if an individual.)

STATE OF _____ )

) ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF MAINE )

) ss.:
COUNTY OF ANDROSCOGGIN )

On this 23RD day of JULY , 2024 , before personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in FALMOUTH, MAINE

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that She is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

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POWER OF ATTORNEY

FINANCIAL STATEMENT

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JULY**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

***To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|---|---|---|
| BONDS | $ 5,104,395,801 | LOSSES | $ 1,495,036,900 |
| STOCKS | 119,333,643 | LOSS ADJUSTMENT EXPENSES | 146,791,770 |
| CASH AND INVESTED CASH | 30,541,608 | COMMISSIONS | 55,734,579 |
| OTHER INVESTED ASSETS | 8,355,939 | OTHER EXPENSES | 55,546,499 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 13,350,613 | TAXES, LICENSES AND FEES | 15,857,431 |
| INVESTMENT INCOME DUE AND ACCRUED | 43,617,243 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 5,300,838 |
| PREMIUM BALANCES | 325,304,977 | UNEARNED PREMIUMS | 1,515,112,686 |
| REINSURANCE RECOVERABLE | 27,997,684 | ADVANCE PREMIUM | 4,091,249 |
| NET DEFERRED TAX ASSET | 72,421,341 | POLICYHOLDER DIVIDENDS | 21,388,522 |
| GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT | 1,798,901 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 62,914,516 |
| OTHER ASSETS | 818,309 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 21,072,858 |
| | | REMITTANCES AND ITEMS NOT ALLOCATED | 7,201,721 |
| | | PROVISION FOR REINSURANCE | 9,891,783 |
| | | PAYABLE FOR SECURITIES LENDING | 13,350,613 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 409,380 |
| | | TOTAL LIABILITIES | $ 3,429,701,342 |
| | | CAPITAL STOCK | $ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,877,950,956 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | $ 2,318,234,716 |
| TOTAL ASSETS | $ 5,747,936,058 | TOTAL LIABILITIES & SURPLUS | $ 5,747,936,058 |

STATE OF CONNECTICUT )

NTY OF HARTFORD ) SS.

CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody

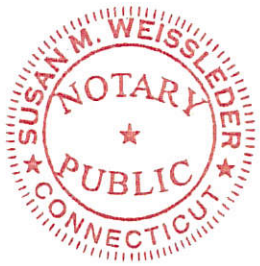
VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
*Notary Public*
*My Commission Expires November 30, 2027*



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# CERTIFICATE OF SOLVENCY

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By [redacted]

Rawle Lewis
Special Deputy Superintendent

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FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that SAFETY MARKING LLC as Principal,
(Here insert the name and address, or legal title, of the Contractor)

255 HANCOCK AVENUE, BRIDGEPORT, CT 06605,

hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation of the State of CONNECTICUT, and licensed to do business in the State of New York, with its home office in

HARTFORD, CONNECTICUT, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, hereinafter called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

ONE MILLION THREE HUNDRED NINETY ONE THOUSAND NINETY FOUR DOLLARS AND 50/100 Dollars ($ $1,391,094.50 )
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated JULY 23, 2024 entered into a contract with Owner for,

NYSDOT PIN 0761.67, H62153-14G NASSAU COUNTY PAVEMENT MARKINGS PHASE 14, VARIOUS LOCATIONS,

which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

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2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

a.Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.

c. Other than in a court of competent jurisdiction in and for the County of Nassau.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23RD day of JULY 2024

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
Title

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
~~XXXXXX~~: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

APPROVED AS PER CHARTER:

_____
Deputy County Attorney

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT )

) ss.: Bridgeport
COUNTY OF FAIRFIELD )

On this 23rd day of JULY , 2024 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Elena Vilarinho
Notary Public

(Acknowledgment by Contractor if a partnership)

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

STATE OF _____ )

) ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if an individual.)

STATE OF _____ )

) ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF MAINE )

) ss.:
COUNTY OF ANDROSCOGGIN )

On this 23RD day of JULY , 2024 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in FALMOUTH, MAINE

that he is the ATTORNEY-IN-FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said EMILY FITZ, NOTARY PUBLIC further said that She is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

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POWER OF ATTORNEY

FINANCIAL STATEMENT

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23RD** day of **JULY**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

***To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|---|---|---|
| BONDS | $ 5,104,395,801 | LOSSES | $ 1,495,036,900 |
| STOCKS | 119,333,643 | LOSS ADJUSTMENT EXPENSES | 146,791,770 |
| CASH AND INVESTED CASH | 30,541,608 | COMMISSIONS | 55,734,579 |
| OTHER INVESTED ASSETS | 8,355,939 | OTHER EXPENSES | 55,546,499 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 13,350,613 | TAXES, LICENSES AND FEES | 15,857,431 |
| INVESTMENT INCOME DUE AND ACCRUED | 43,617,243 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 5,300,838 |
| PREMIUM BALANCES | 325,304,977 | UNEARNED PREMIUMS | 1,515,112,686 |
| REINSURANCE RECOVERABLE | 27,997,684 | ADVANCE PREMIUM | 4,091,249 |
| NET DEFERRED TAX ASSET | 72,421,341 | POLICYHOLDER DIVIDENDS | 21,388,522 |
| GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT | 1,798,901 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 62,914,516 |
| OTHER ASSETS | 818,309 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 21,072,858 |
| | | REMITTANCES AND ITEMS NOT ALLOCATED | 7,201,721 |
| | | PROVISION FOR REINSURANCE | 9,891,783 |
| | | PAYABLE FOR SECURITIES LENDING | 13,350,613 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 409,380 |
| | | TOTAL LIABILITIES | $ 3,429,701,342 |
| | | CAPITAL STOCK | $ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,877,950,956 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | $ 2,318,234,716 |
| TOTAL ASSETS | $ 5,747,936,058 | TOTAL LIABILITIES & SURPLUS | $ 5,747,936,058 |

STATE OF CONNECTICUT )

NTY OF HARTFORD ) SS.

CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
*Notary Public*
*My Commission Expires November 30, 2027*

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

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# CERTIFICATE OF SOLVENCY

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By [redacted]

Rawle Lewis
Special Deputy Superintendent

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PAVEMENT MARKING IMPROVEMENTS
PIN 0761.67
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK
CONTRACT NO. H62153-14G

## General Notes

1) Specifications and Standards

All work included in the contract shall be in accordance with the MUTCD and with the latest NYSDOT Standards Specifications (US Customary Units), except as modified on the plans and in the itemized proposal.

2) Scope of Work

a. At all times during the life of this contract, the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.

b. The work covered in this contract includes the furnishing of labor and material to:

- Remove existing pavement markings
- Cleaning and preparation of pavement surfaces *from face of curb to face of curb* for the installation of new pavement markings
- Furnish and installing epoxy markings

c. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County and approved by NYSDOT.

3) Maintenance and Protection of Traffic

This project is intended to be a Short-Term Stationary Operations. Contractor shall maintain work area in accordance with NYSDOT WORK ZONE TRAFFIC CONTROL previsions. See "Work Zone Traffic Control Plans" at end of section.

Existing pavement markings shall be removed prior to placement of new markings. No more than a two (2) weeks time period shall separate removal and replacement of new pavement markings.

The Contractor shall refer to section 619-3.19 of the NYSDOT Standard Specifications for night time operations.

4) Supervision

The Contractor shall have a full-time supervisor on the project at all times.

5) Surface Cleaning and Preparation of Pavement

a. The Contractor shall be responsible for cleaning the pavement surface to the satisfaction of the Engineer.

b. Surface cleaning and preparation work shall be performed only in the area of the pavement markings.

c. At the time of application, all pavement shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the various bid items(s).

6) Equipment

The Contractor shall supply two (2) new measuring wheels (Great Northern Supply Co. Model 415 or approved equal) at the start of the contract for the use of the inspection force assigned to the project. At the completion of project, the measuring wheels shall become the property of Nassau County. The cost of the measuring wheels shall be included in the cost of the various bid items.

7) Clean Up

a. In all cases the Contractor will be required to clean up all disturbed areas and restored to the condition existing prior to the commencement of the work

b. Clean-up shall be as defined herein above, but if in the opinion of the Engineer, the Contractor has exercised carelessness or disregard to private property in the conduct of his work, then restorative measures required thereto shall be included in this procedure.

c. No separate payment will be made for any of this clean up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.

8) Job Site Safety

The Contractor shall exercise precaution at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

9) Rubbish and Debris

The Contractor shall legally dispose of all unsuitable material, rubbish, and debris at some separate location, not in the vicinity of the site.

10) Protection of Facilities

The Contractor shall protect all work done under this contract from possible damage for the duration of the contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction openings up to the time of acceptance by the County.

11) Construction Site

The Contractor shall obtain permission from the owner of a property before entering that property for any reason whatsoever. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County Department of Public Works and approved by NYSDOT. Minor restoration outside the highway boundary is only permitted after a signed release from the property owner has been secured. This shall include any work in areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

12) Sales Tax Exemptions

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York, and is exempt from the payment of Nassau County Sales and Uses Taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not

to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

13) Requirements of Other Municipal Departments

The Contractor shall give all necessary notices, obtain all permits, and pay all fees in connection with the work under this contract. He shall comply with all laws, ordinances, rules, and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these specifications where and if a conflict occurs. This however, shall not be interpreted as permitting the use of materials and equipment inferior to these specified.

Any work in New York State Right-of-Way will require a permit from NYSDOT.

14) Special O.S.H.A. Notes

a. The Safety Provisions in the Specification are primarily to protect County property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act (OSHA) of 1970 requires that "Each Employer (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this act". All workers on the project site must have successfully passed OSHA 10 Hour Training Safety Class and the certificates should be part of the project records subject to review by the FHWA and NYSDOT.

b. The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

15) Contact Numbers

The Contractor shall notify the Nassau County Police Department, local fire departments, and local transportation authorities in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.

# SPECIAL PROVISIONS

## 1) Purpose

The purpose of this specification is to set fourth the minimum requirements for this contract. The work covered by this contract involves the furnishing of labor, materials, and components as specified, for the:

- Removal of existing pavement markings.
- Cleaning and preparation of area from face of curb to face of curb for the installation of new pavement markings.
- Installation of new epoxy pavement markings

## 2) Location of Work

Throughout Nassau County roadways at various locations

## 3) Schedule

The contract shall be completed within twelve (12) months from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be the sole discretion of the County. Nassau County will not allow any pavement marking installation from December 1 through March 31 unless prior approval is granted by the engineer. The request for a time extension by the contractor shall also be submitted to NYSDOT Construction for their concurrence.

## 4) Contractor Experience and Requirements

a. The nature of the work involved in this contract requires the Contractor to possess prior satisfactory experience in the removal and installation of pavement markings.

b. Prospective bidders must have at least three (3) years of satisfactory experience in the actual installation and maintenance of various types of pavement markings.

c. Prospective bidders must be trained by the material manufacturer or have experience in the handling and the installation of specific pavement markings proposed in this contract.

d. In addition to the requirements outlined in "Instruction to Bidders" of this contract, the low bidder shall be required to fill out an experience questionnaire by the County that will include the following questions:

- A list of all pavement markings contracts completed within the past three years.
- A list of sources of supply to secure the necessary materials
- A list of technical personnel who will be doing the necessary work

**5) Standards**

Standards and Specifications as defined in the 2009 edition of the *National Manual of Uniform Traffic Control Devices (National MUTCD),* the *New York State Supplement* to the *National MUTCD*, and the latest revised edition of New York State Department of Transportation Standards and Specifications are made part of this contract.

**6) Recourse**

This contract does not imply that the low bidder, following the award of this contract, has exclusive right or legal recourse to the County of Nassau for any other similar type contract, or any other contract that may be awarded during the life of this contract.

**7) Maintenance and Protection of Traffic**

a. Where work is being constructed on streets, sidewalks, easements or other locations normally used by the public, the Contractor shall conduct his work so as to minimize the interference with the safe and direct movement of pedestrian and vehicular travel. The Contractor shall provide all necessary construction signs, flagmen, arrow boards, cones, barricades, lighting, and their placement as required by the Short-Term Stationary operation as laid-out in NYSDOT Work Zone Traffic Control. The Contractor shall conform to directives by the County of Nassau. The Prime Contractor, through the Sponsor, shall submit to NYSDOT Construction for a review, the type of mounted light tower or its supplement (along with relevant specs) it proposes to use. This work is covered under item 619.24 – Nighttime Operations.

b. Accessibility to fire hydrants, police and fire call boxes, and provision for the ingress and egress of emergency vehicles including police, fire, and ambulance vehicles shall be required at all times. Notification shall be made to the Police and local Fire Department should any road be closed.

c. Maintenance and Protection of Traffic shall be paid for under a separate contract item.

d. The Contractor is responsible for any and all claims made by the general public related to the process of removing and installing pavement markings under this contract.

**8) Cleanliness**

Upon completion of the work at each location or work order, the Contractor shall remove all remaining materials and shall leave the area, which may have been affected by his operation, in a neat and orderly condition.

**9) Hold Harmless**

The obligation of the contractor to hold harmless and indemnify the County is absolute and shall not be dependent on the Contractor having received any actual notice from the County.

**10) Engineer's Estimate**

The quantities included on the Engineer's Estimate are intended to provide a general guide as to the work expected in this contract. The County reserves the right to increase, decrease or eliminate the quantity of each item actually provided under this contract (including transportation item).

**11) Additional Work – Extension of Contract**

The County of Nassau reserves the right to extend the terms of this contract at the accepted bid prices for either furnishing only or furnishing and installing when the successful bidder is notified within ninety (90) days of the date of approval of the catalog cuts. The extension shall not exceed 50% of the total price bid.

**12) Contract Administration and Inspection**

The Department of Public works through the Division of Engineering, Traffic Engineering Unit will be the administrator of this contract and shall approve all

material to be installed, verify and approve all claim vouchers, and be responsible for providing all necessary inspections to verify compliance with the contract.

**13) Funding**

This Contract is funded under Capital Project 62153 and is eligible for Federal Aid reimbursement.

**14) Payment**

Payments of this contract will be made on a monthly basis for work completed during the preceding calendar month. No partial payments shall be made for material on hand and not installed.

**15) Notification**

The Project Engineer, Mr. Richard Iadevaio, shall be notified by the Contractor at (516) 571-6824 at least 48 hours prior to start of work, in order that adequate arrangements can be made to insure the presence of a Nassau County inspector during the striping operation. No work shall be performed without the presence of a Nassau County representative and /or without the coordination of the project manager in special circumstances.

**17) Working Hours**

The Contractor shall be advised that the normal working hours for Nassau County Field Personnel is based on a eight (8) hour shift, 8am to 4:30pm. Any change in time shift must meet with the Department approval.

**18) Federal Funding Eligible**

The Contractor should be aware that this project is eligible for Federal Aid Reimbursement and that there are specific Federal and State requirements detailed in this contract text that must be adhered to. Therefore, procedures will conform to all Federal requirements for local Federal Aid projects, as well as New York State administered requirements to local governments.

## ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
## ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

**DESCRIPTION**:

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:
A small yield line symbol shall have a base dimension of one foot.
A large yield line symbol shall have a base dimension of two feet.
Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

**MATERIALS REQUIREMENTS**:

| | |
|---|---|
| Epoxy Paint | 727-03 |
| Glass Beads for Pavement Markings | 727-05 |

**Reflective Glass Spheres**

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

**EPOXY APPLICATING EQUIPMENT**

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applicating equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applicating equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

**ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)**
**ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

Mobile applicating equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.

2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.

3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.

4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.

5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.

6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy Reflectorized Pavement Markings.

## CONSTRUCTION DETAILS

### A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

**ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)**
**ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

**B. Atmospheric Conditions**

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

**C. Surface Preparation**

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

**D. Application of Epoxy Reflectorized Pavement Markings**

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibilty (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibilty beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

**E. Defective Epoxy Pavement Markings**

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

   Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

   Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

   Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

   Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

   The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

   After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

**ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)**
**ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

**METHOD OF MEASUREMENT**

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches) X Feet}}{\text{4 inches}}$$

**BASIS OF PAYMENT**

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

| ***PAY ITEM NO.*** | ***DESCRIPTION*** | ***PAY UNIT*** |
|---|---|---|
| 685.07150110 | White Epoxy Reflectorized Pavement Stripes – 15 mils | Foot |

**ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

**ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

| | | |
|---|---|---|
| 685.07150210 | (Wet Night Visibility Spheres)<br>White Epoxy Reflectorized<br>Pavement Letters - 15 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07150310 | White Epoxy Reflectorized<br>Pavement Symbols – 15 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07150410 | White Epoxy Reflectorized<br>Cross Hatching -15 mils Thick<br>(Wet Night Visibility Spheres) | Foot |
| 685.07150510 | White Epoxy Reflectorized<br>Pavement Stripes (Special Markings)<br>15 mils Thick (Wet Night Visibility Spheres) | Foot |
| 685.07150610 | Yellow Epoxy Reflectorized<br>Pavement Stripes – 15 mils<br>(Wet Night Visibility Spheres) | Foot |
| 685.07150710 | Yellow Epoxy Reflectorized<br>Pavement Stripes (Cross Hatching)<br>15 mils Thick (Wet Night Visibility Spheres) | Foot |
| 685.07150810 | White Epoxy Reflectorized<br>Pavement Yield Line Symbols - Small - 15 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07150910 | White Epoxy Reflectorized<br>Pavement Yield Line Symbols - Large - 15 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07200110 | White Epoxy Reflectorized<br>Pavement Stripes – 20 mils<br>(Wet Night Visibility Spheres) | Foot |
| 685.07200210 | White Epoxy Reflectorized<br>Pavement Letters – 20 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07200310 | White Epoxy Reflectorized<br>Pavement Symbols – 20 mils<br>(Wet Night Visibility Spheres) | Each |
| 685.07200410 | White Epoxy Reflectorized<br>Pavement Stripes (Cross Hatching)<br>20 mils Thick (Wet Night Visibility Spheres) | Foot |
| 685.07200510 | White Epoxy Reflectorized<br>Pavement Stripes (Special Markings)<br>20 mils Thick (Wet Night Visibility Spheres) | Foot |

**ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

**ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)**

| | | |
|---|---|---|
| 685.07200610 | Yellow Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres) | Foot |
| 685.07200710 | Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres) | Foot |
| 685.07200810 | White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres) | Each |
| 685.07200910 | White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres) | Each |

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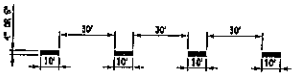
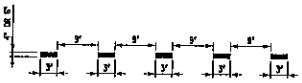
NORMAL LANE LINE (xLL)
NORMAL EDGE LINE (xEL)



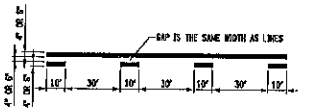

NORMAL BROKEN LANE LINE (xBLL)



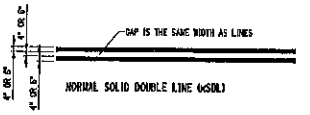

NORMAL DOTTED LANE LINE (xDLL)




NORMAL DOTTED EXTENSION LINE (xDEL)




NORMAL SOLID LINE AND NORMAL BROKEN LINE (xSBL)
ONLY ALLOWED IN YELLOW

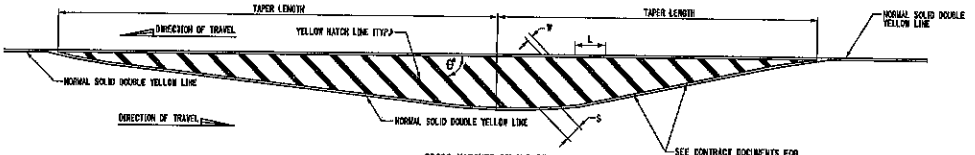



NORMAL SOLID DOUBLE LINE (xSDL)

PAVEMENT MARKING LINE NOTES:

L1. EDGE LINES ON ALL RURAL, HIGH SPEED HIGHWAY SEGMENTS WITH POSTED SPEEDS OF 45 MPH OR MORE SHALL BE 6". ALSO, NORMAL PAVEMENT MARKING LINES SHALL BE 6" ON FREEWAYS AND EXPRESSWAYS AND ON RAMPS TO AND FROM FREEWAYS AND EXPRESSWAYS, AND WHERE SPECIFIED IN THE CONTRACT DOCUMENTS. AT ALL OTHER LOCATIONS NORMAL PAVEMENT MARKING LINES SHALL BE 4". WIDE PAVEMENT MARKING LINES SHALL BE THICK AS WIDE AS NORMAL LINES OF THE SAME HIGHWAY. CHANNELIZING LINES ARE THE SAME WIDTH AS WIDE LINES.

L2. PAVEMENT MARKING LINE CODES MAY BE SHOWN ON THE PLANS.
DESIGNATIONS:
"W"=WHITE "Y"=YELLOW "WDE"=WIDE



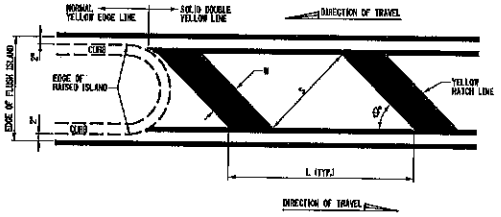

CROSS HATCHED ISLAND DETAIL
SHOWN FOR RADIUS TAPER
STRAIGHT TAPER STRIPING SIMILAR

SEE CONTRACT DOCUMENTS FOR CURVATURE OR TAPER

| POSTED SPEED ≥ 45 MPH | | | | |
|---|---|---|---|---|
| TYPE | W | θ° | S | L |
| A | 1' | 30° | 3' | 5' |
| B | 1' | 35° | 3' | 7' |
| C | 2' | 45° | 6' | 11'-4" |

| POSTED SPEED < 45 MPH | | | | |
|---|---|---|---|---|
| TYPE | W | θ° | S | L |
| A | 8" | 30° | 2' | 5'-4" |
| B | 1' | 35° | 3' | 7' |
| C | 2' | 45° | 6' | 11'-4" |

CROSS HATCH LINE DIMENSIONS
NOTE: TYPE SHALL BE AS PER PLAN. DEFAULT VALUE IS TYPE C UNLESS OTHERWISE SHOWN.

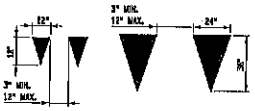



TYPICAL CROSS HATCH LINE DETAIL AT FLUSH OR RAISED ISLANDS AND AT MEDIAN AREAS

GENERAL PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE IN THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAILS).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT. LANE LINES ON ROADWAYS WHICH ARE MORE THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES, SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS.

   AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR WITH EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. THE REGIONAL TRAFFIC ENGINEER WILL REVIEW AND APPROVE ANY CHANGES TO THE PAVEMENT MARKING PLANS PRIOR TO FINAL INSTALLATION. CHANGES SHALL BE SUBMITTED TWO WEEKS PRIOR TO INSTALLATION.




SMALL DIMENSIONS LARGE DIMENSIONS

YIELD LINE MARKINGS
(EACH TRIANGLE PAID FOR SEPARATELY)

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 1 OF 9)

APPROVED AUGUST 21, 2018
/S/ ROBERT LIMOGES P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND CONSTRUCTION

ISSUED UNDER EI 18-008

685-01

CONTRACT NO.: H62153-14G
PIN: 0761.67



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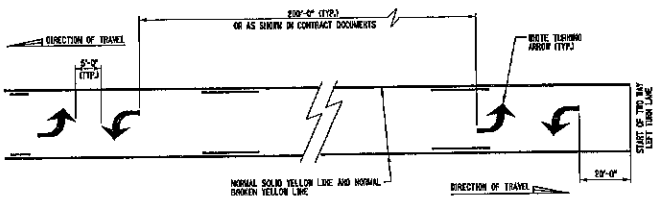
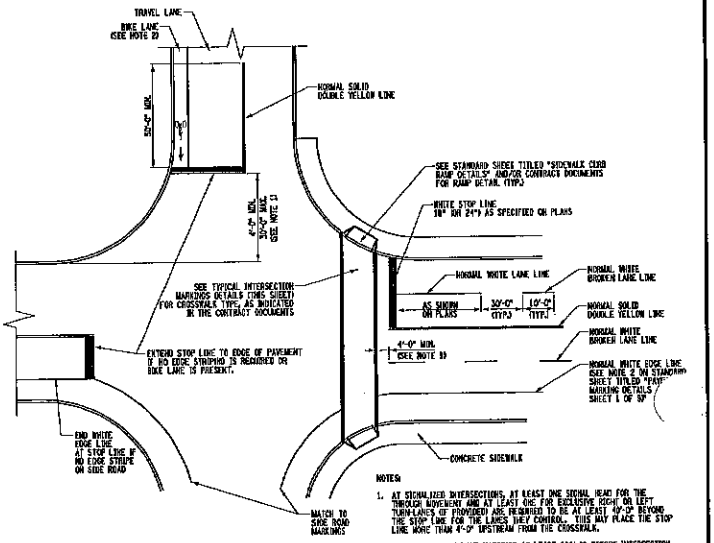


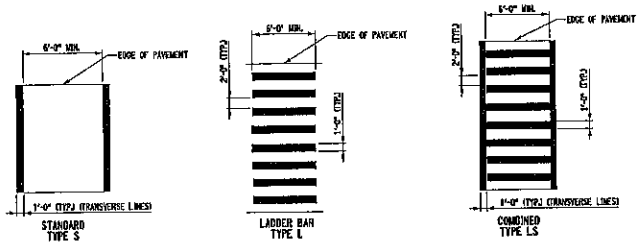

TWO-WAY LEFT TURN LANE DETAIL




TYPICAL INTERSECTION MARKINGS

NOTES:

1. AT SIGNALIZED INTERSECTIONS, AT LEAST ONE SIGNAL HEAD FOR THE THROUGH MOVEMENT AND AT LEAST ONE FOR EXCLUSIVE RIGHT OR LEFT TURN LANES (IF PROVIDED) ARE REQUIRED TO BE AT LEAST 40'-0" BEYOND THE STOP LINE FOR THE LANES THEY CONTROL. THIS MAY PLACE THE STOP LINE MORE THAN 4'-0" UPSTREAM FROM THE CROSSWALK.
2. DISCONTINUE BIKE LANE MARKINGS AT LEAST 100'-0" BEFORE INTERSECTION IF NO MARKED BIKE LANE IS PRESENT DOWNSTREAM.




TYPICAL CROSSWALK DETAILS

NOTES:

1. ALL CROSSWALK MARKINGS SHALL BE WHITE.
2. TYPE "L" AND TYPE "LS" CROSSWALKS SHALL HAVE THE LONGITUDINAL LINES PARALLEL TO THE LANE LINES.

1. SEE STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR LINE LAYOUT AND DIMENSIONS (EXCEPT AS NOTED).
2. REFER TO STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR GENERAL NOTES.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 2 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

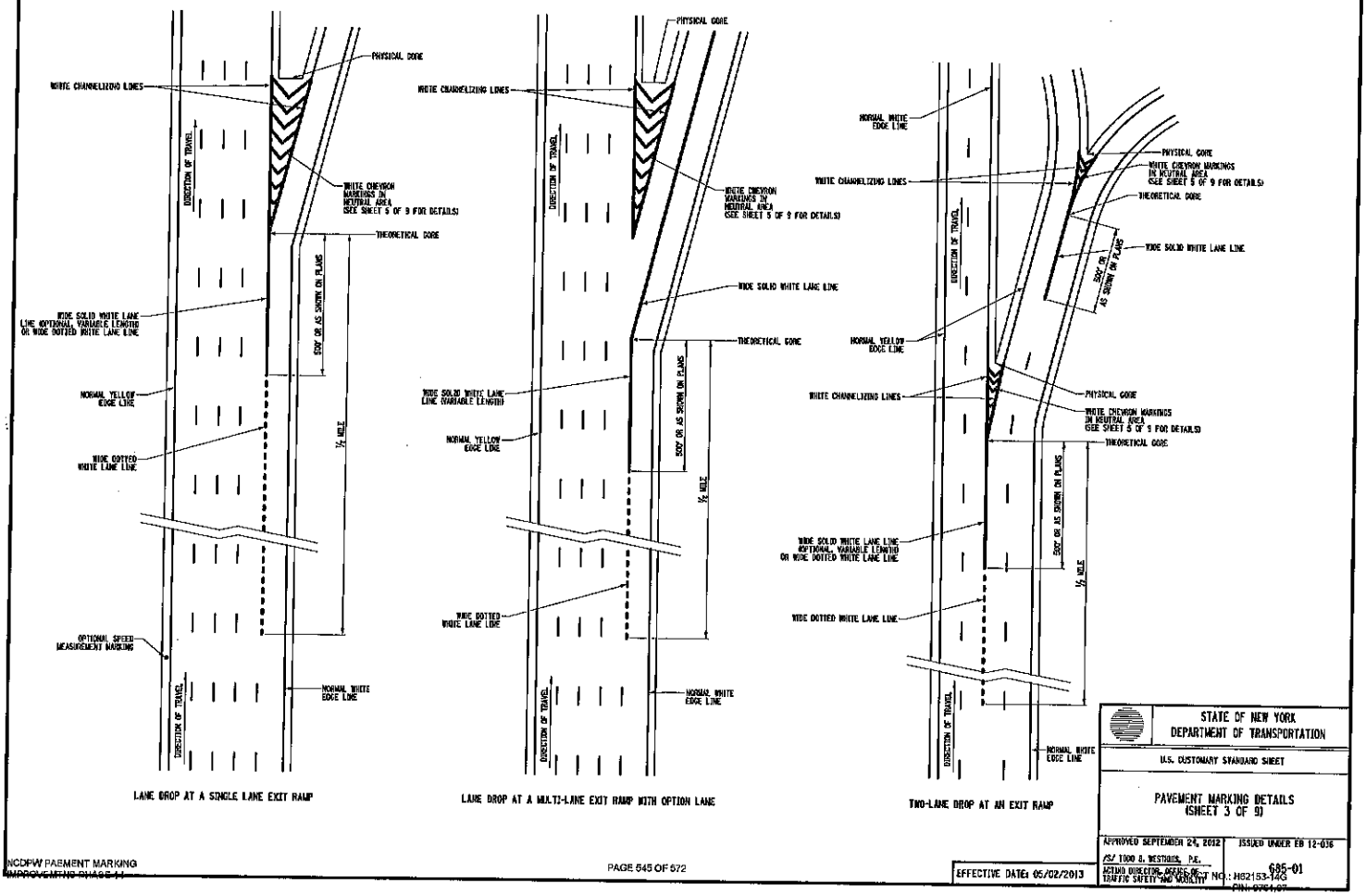
ISSUED UNDER EB 12-036
685-01

EFFECTIVE DATE: 05/02/2013

NCDPW PAEMENT MARKING
IMPROVEMTNS PHASE 14

PAGE 544 OF 572

PIN: 0761.67




STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 3 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD A. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

PIN NO.: H62153-1403
PIN: 0761.03

EFFECTIVE DATE: 05/02/2013

NCDPW PAVEMENT MARKING IMPROVEMENTS PHASE 1-1



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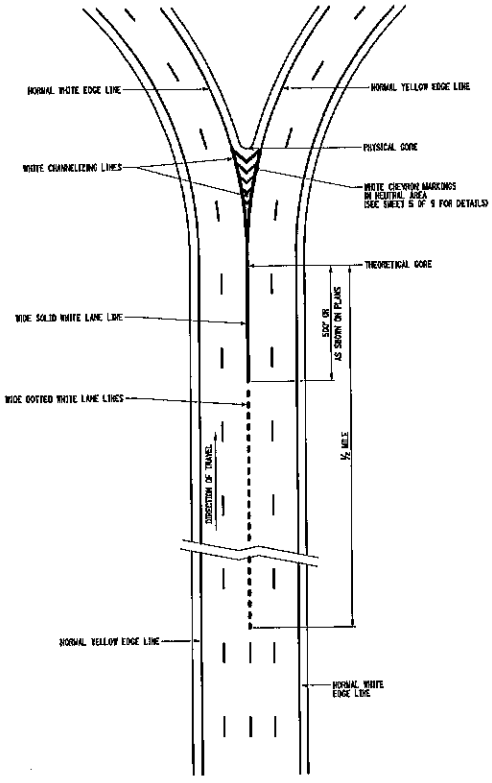
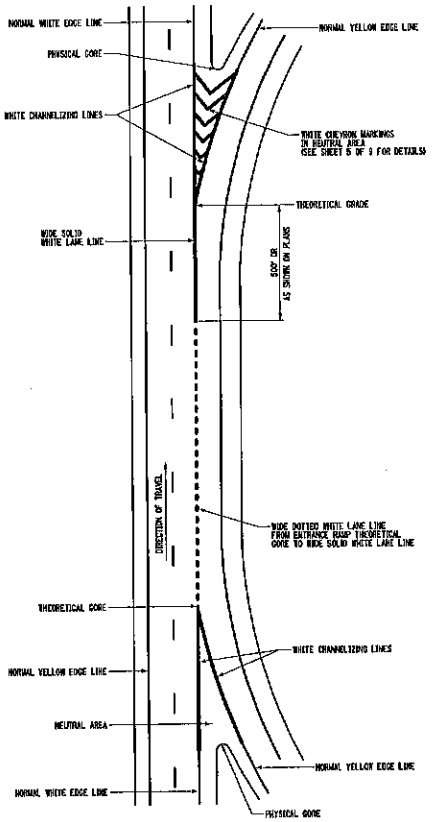



ROUTE SPLIT WITH DEDICATED LANES




AUXILIARY LANE AT CLOSELY SPACED RAMPS

NOTE: USE THIS DETAIL WHERE DISTANCE FROM THEORETICAL GORE OF ENTRANCE RAMP TO THEORETICAL GORE OF EXIT RAMP IS LESS THAN OR EQUAL TO ¾ MILE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 4 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD A. WESTBY, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

REG. NO.: H82153-14G
PIN: 0704.97

EFFECTIVE DATE: 05/02/2013



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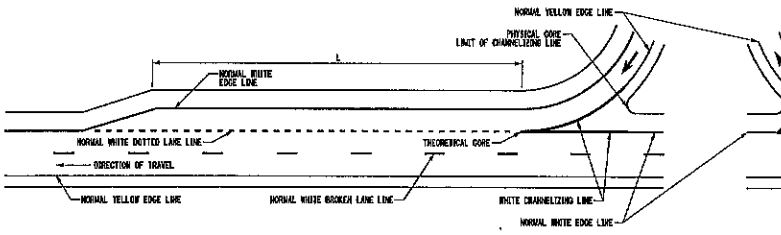
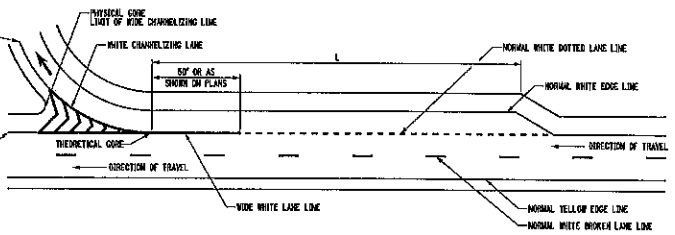
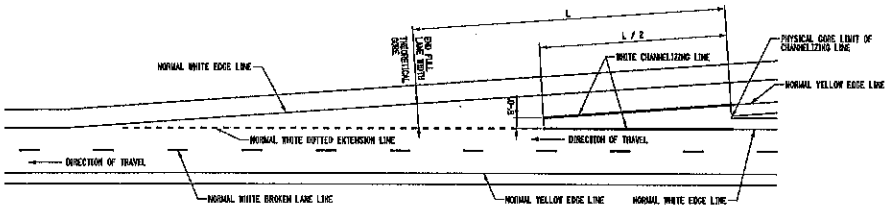


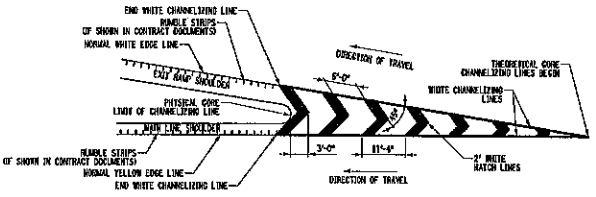

PARALLEL ACCELERATION LANE



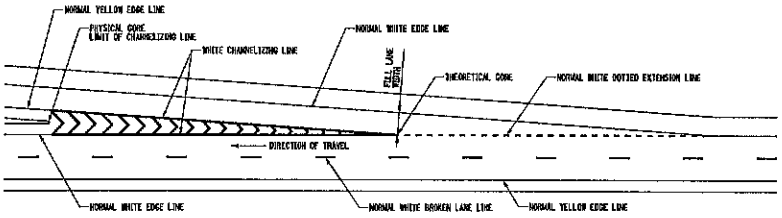

PARALLEL DECELERATION LANE




TAPERED ACCELERATION LANE




EXIT / DIVERGE
TYPICAL HATCH LINE AT GORE




TAPERED DECELERATION LANE

1. SEE STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 8 OF 9" FOR LINE LAYOUT AND DIMENSIONS. (EXCEPT AS NOTED)
2. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 5 OF 9)

APPROVED SEPTEMBER 24, 2012 — ISSUED UNDER EB 12-036

/S/ TODD A. BESTHOF, P.E.
ACTING DIRECTOR - OFFICE OF TRAFFIC SAFETY AND MOBILITY

685-01

CONTRACT NO.: H62153-146
PIN: 8704.07

EFFECTIVE DATE: 05/02/2013

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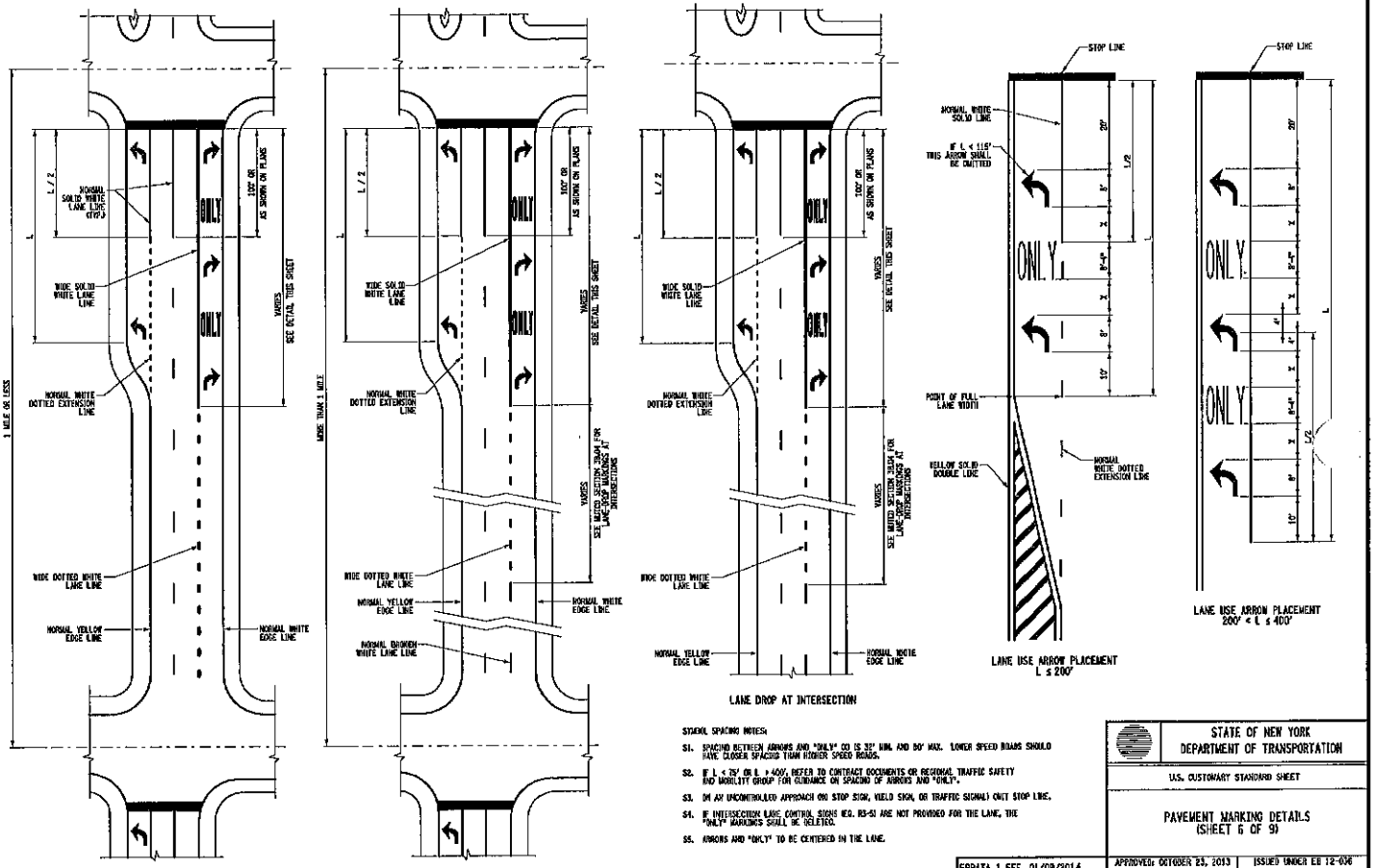


STENCIL SPACING NOTES:

S1. SPACING BETWEEN ARROWS AND "ONLY" CO IS 32' MIN. AND 80' MAX. LOWER SPEED ROADS SHOULD HAVE CLOSER SPACING THAN HIGHER SPEED ROADS.

S2. IF L < 75' OR L > 400', REFER TO CONTRACT DOCUMENTS OR REGIONAL TRAFFIC SAFETY AND MOBILITY GROUP FOR GUIDANCE ON SPACING OF ARROWS AND "ONLY".

S3. ON AN UNCONTROLLED APPROACH OR STOP SIGN, YIELD SIGN, OR TRAFFIC SIGNAL) ONLY STOP LINE.

S4. IF INTERSECTION LANE CONTROL SIGNS (EQ. R5-5) ARE NOT PROVIDED FOR THE LANE, THE "ONLY" MARKINGS SHALL BE DELETED.

S5. ARROWS AND "ONLY" TO BE CENTERED IN THE LANE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 6 OF 9)

| ERRATA 1 EFF. 01/09/2014 ISSUED WITH EB 13-042 | APPROVED: OCTOBER 23, 2013 | ISSUED UNDER EB 12-036 |
|---|---|---|
| EFFECTIVE DATE: 05/02/2013 | /S/ TODD A. HOSBIES, P.E. DEPUTY CHIEF ENGINEER-TRAFFIC SAFETY AND MOBILITY DIVISION | 685-01 TIN: H62153-143 PIN: 0X64.07 |

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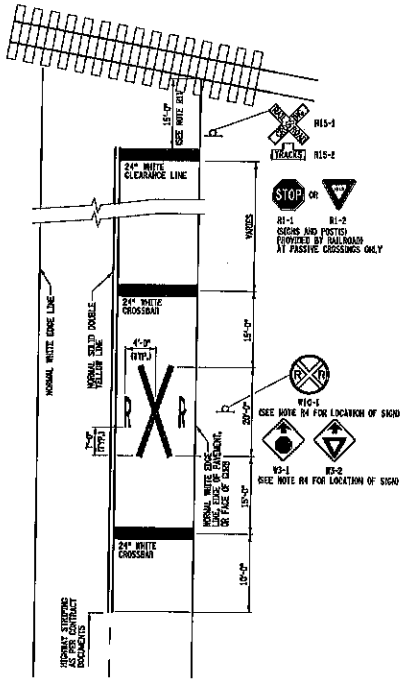
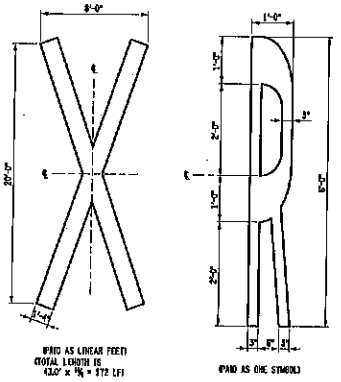
NCDPW PAEMENT MARKINGS
IMPROVEMENTS PHASE 44



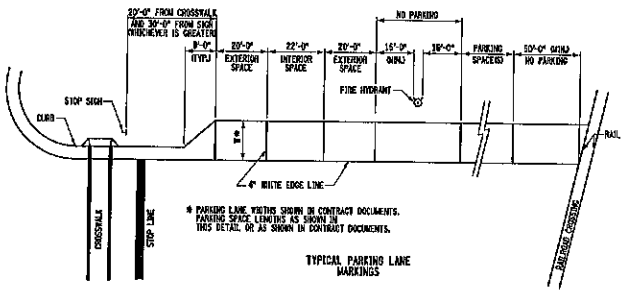

RAILROAD GRADE CROSSING MARKINGS AND LAYOUT PLAN




@AND AS LINEAR FEET
TOTAL LENGTH IS
43.0' x 16 = 172 LFI

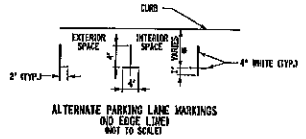
@AND AS ONE SYMBOL

RAILROAD GRADE CROSSING




* PARKING LANE WIDTHS SHOWN IN CONTRACT DOCUMENTS. PARKING SPACE LENGTHS AS SHOWN IN THIS DETAIL OR AS SHOWN IN CONTRACT DOCUMENTS.

TYPICAL PARKING LANE MARKINGS




ALTERNATE PARKING LANE MARKINGS
(NO EDGE LINE)
*NOT TO SCALE

RAILROAD GRADE CROSSING NOTES:

R1. WHERE THERE IS NO RAILROAD CROSSING GATE, THE CLEARANCE LINE SHOULD BE PERPENDICULAR TO THE ROADWAY, AND 15'-0" FROM THE NEAREST RAIL AT ITS CLOSEST POINT. WHERE THERE IS A GATE, THE CLEARANCE LINE SHOULD BE PARALLEL TO THE GATE IN ITS LOWERED POSITION, AND EITHER 15'-0" FROM THE NEAREST RAIL OR 2'-0" FROM THE GATE, WHICHEVER PLACES THE LINE FURTHER FROM THE CROSSING.

R2. ON A MULTI-LANE APPROACH, THE CLEARANCE LINE AND CROSSBARS SHALL EXTEND ACROSS ALL LANES, AND A "RXR" SYMBOL SHALL BE PLACED IN EACH LANE.

R3. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 8 OF 9" FOR GENERAL NOTES.

R4. IF A W3-1 OR W3-2 SIGN IS NOT REQUIRED IN ADVANCE OF THE GRADE CROSSING, THE W10-1 SHALL BE LOCATED IN ACCORDANCE WITH TABLE XYZC-1. IF A W3-1 OR W3-2 SIGN IS REQUIRED IN ADVANCE OF A GRADE CROSSING, IT SHALL BE LOCATED IN ACCORDANCE WITH TABLE XYZC-4 AND THE W10-1 SIGN SHALL BE LOCATED APPROXIMATELY 200'-0" IN ADVANCE OF THE W3-1 OR W3-2 SIGN.

R5. A PORTION OF THE "RXR" MARKING MUST BE OPPOSITE THE W10-1 SIGN. 24" WHITE CROSS BARS ARE PLACED IN RELATION TO "RXR" MARKING. THE DISTANCE TO CLEARANCE LINE WILL VARY.

R6. NORMAL SOLID DOUBLE YELLOW LINE TO BEGIN A MINIMUM OF 10'-0" UPSTREAM OF FIRST 24" WHITE CROSS BAR.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 7 OF 9)

| ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041 | APPROVED SEPTEMBER 24, 2012 | ISSUED UNDER EB 12-036 |
|---|---|---|
| ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-043 | /S/ TODD A. WESTHUS, P.E. ACTING DIRECTOR, BUREAU OF TRAFFIC SAFETY AND MOBILITY | 685-01 CONTRACT NO.: H62153-14G PIN: 8761.07 |

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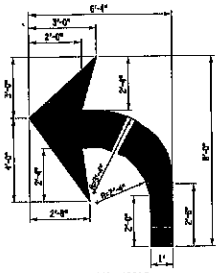
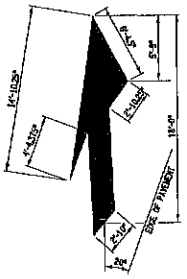
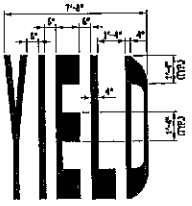


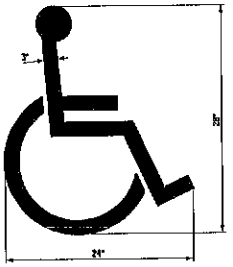
TURNING ARROW
(PAID AS ONE SYMBOL)



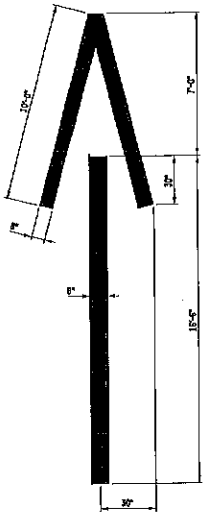
LANE REDUCTION ARROW
(PAID AS ONE SYMBOL)



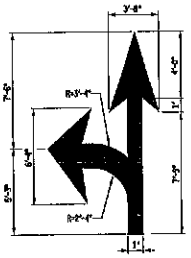

"YIELD" LETTERS
SEE NOTE
(PAID AS FIVE LETTERS)



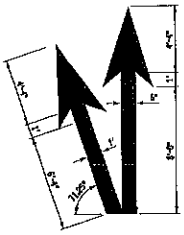
HANDICAPPED PARKING SYMBOL
(PAID AS ONE SYMBOL)



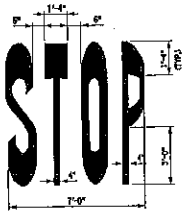
RAMP ARROW
(PAID BY LINEAR FEET)
(TOTAL 73'x[illegible]=146 LF)



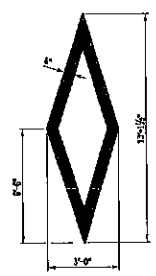
TURNING/STRAIGHT ARROW
FOR SHARED LANE
(PAID AS ONE SYMBOL)



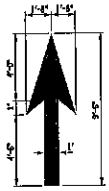
DIVERGE ARROW
(PAID AS ONE SYMBOL)



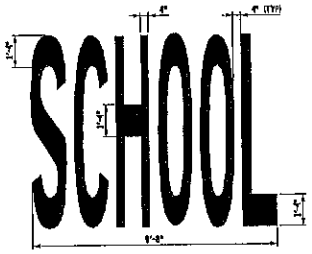

"STOP" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)



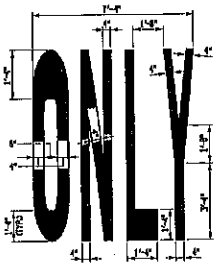
PREFERENTIAL LANE SYMBOL
(PAID BY LINEAR FEET)
(TOTAL IS 35'x[illegible]=52.5 LF)



STRAIGHT ARROW
(PAID AS ONE SYMBOL)




"SCHOOL" LETTERS
SEE NOTE
(PAID AS SIX LETTERS)




"ONLY" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)

NOTES:

UNLESS OTHERWISE SHOWN:
LETTER HEIGHT = 8'-4"
LETTER WIDTH = 1'-4"
SPACING = 6"
USE EQUAL SPACING BETWEEN LETTERS AND CENTER ENTIRE SYMBOL IN LANE

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 8 OF 9)

| | |
|---|---|
| ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041 | APPROVED SEPTEMBER 24, 2012 /S/ TODD D. WESTHUIS, P.E. ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY |
| ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041 | ISSUED UNDER EB 12-036 685-01 |

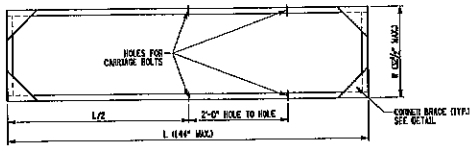
CONTRACT NO.: H62153-143
PIN: 0704-07

NCDPW PAEMENT MARKING
IMPROVEMTNG PHASE 44

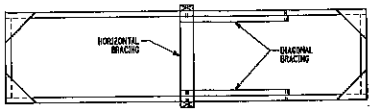
**NYSDOT Pavement Marking Details Standard Sheet Page 9 of 9 has been removed from this project.**

**Contractors are directed to reference Chapter 9C of the 2009 edition of the Federal MUTCD**

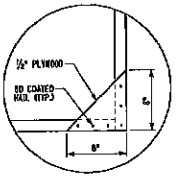
**for any and all Bicycle Facility Pavement Markings**




BOTTOM FRAME
TOP VIEW



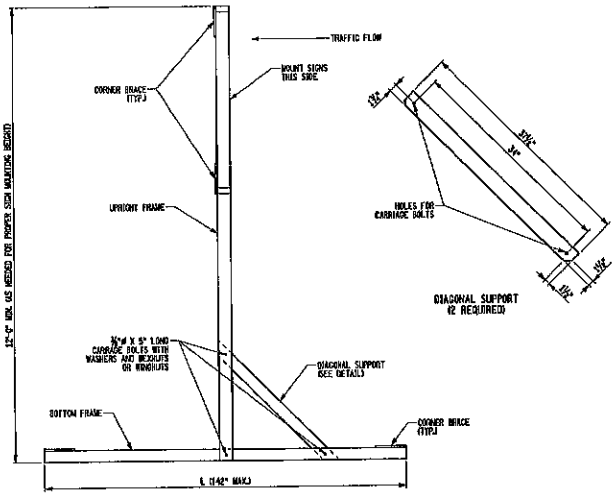

TEMPORARY WOODEN SIGN STAND
TOP VIEW




CORNER BRACE DETAIL
(TO BE USED ON UPRIGHT AND BOTTOM FRAMES)

NOTES:

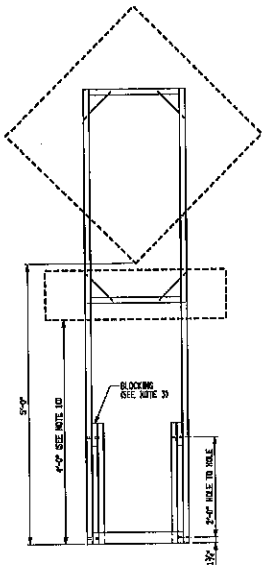
1. ALL LUMBER SHALL BE 2 X 4 DIMENSIONAL LUMBER. CONNECT FRAME MEMBERS WITH 2 EACH 12D COATED NAILS.
2. ALL HOLES SHALL BE DRILLED IN CENTERLINE OF FRAME MEMBERS AND DIAGONAL BRACES.
3. 8" BLOCK SPACER MAY BE USED BETWEEN DIAGONAL BRACE AND VERTICAL SUPPORT.
4. CONNECT FRAME CORNER BRACES TO FRAME MEMBERS WITH 6 EACH - 8D COATED NAILS. 12 NAILS INTO EACH FRAME MEMBERS.
5. UPRIGHT FRAME MOUNTS ON THE OUTSIDE OF THE BOTTOM FRAME.
6. PAINT SIGN SUPPORT WITH 2 COATS OF WHITE PAINT.
7. DIAGONAL SUPPORTS MOUNT INSIDE BOTH UPRIGHT AND BOTTOM FRAMES. ALL UPRIGHT DIAGONAL BRACING SHALL BE SLOPED SUCH THAT BRACING COLLAPSES DOWNWARD UPON IMPACT BY A VEHICLE.
8. A SINGLE LAYER OF BALLAST PLACED ON THE BOTTOM FRAME MAY BE USED TO PREVENT SIGNS FROM TOPPING OVER FROM WIND AND VEHICLE GUSTS.
9. NO HORIZONTAL BRACING ALLOWED BETWEEN 3" AND 9" OF UPRIGHT VERTICALS, MEASURED FROM THE BOTTOM OF THE SKID BASE.
10. 5' MINIMUM SIGN MOUNTING HEIGHT, MEASURED FROM THE BOTTOM OF THE SKID BASE TO THE BOTTOM OF THE SIGN. VERTICAL SUPPORTS SHALL BE TALL ENOUGH TO ALLOW FOR HIGHER MOUNTING HEIGHTS FOR THOSE LOCATIONS REQUIRED BY THE MUTCD (I.E. SIDEWALKS, ROADSIDE PARKING AND EMBANKMENTS).
11. CONNECTIONS ALLOW FOR THE FOLDING, TRANSPORT AND STORAGE OF THE SUPPORT. WHEN FOLDED IN THE DOWN POSITION WITHIN THE CLEAR ZONE, THE MAXIMUM ASSEMBLY HEIGHT SHALL NOT EXCEED 4". SIMILAR NON-FOLDING SUPPORTS SHALL BE STORED OUTSIDE THE CLEAR ZONE OR BEHIND A BARRIER.
12. L = LENGTH OF BOTTOM FRAME.
W = WIDTH OF BOTTOM FRAME.



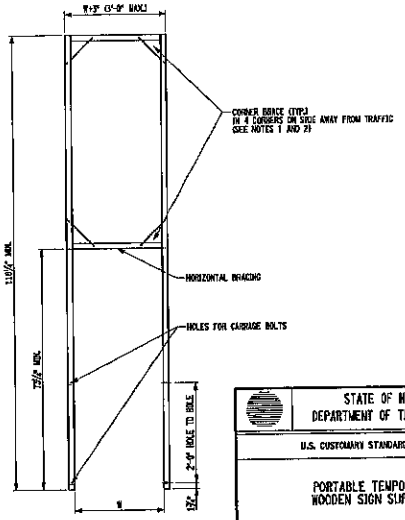

TEMPORARY WOODEN SIGN STAND
SIDE VIEW




DIAGONAL SUPPORT
(2 REQUIRED)




TEMPORARY WOODEN SIGN STAND
FRONT VIEW




UPRIGHT FRAME
FRONT VIEW

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PORTABLE TEMPORARY
WOODEN SIGN SUPPORT

APPROVED OCTOBER 06, 2008
/S/ J. F. TYRAN, PE,
DEPUTY CHIEF ENGINEER CONSTRUCTION

ISSUED UNDER EB 08-036

EFFECTIVE DATE: 01/08/09

CONTRACT NO.: H82153-143
PIN: 8764.07

618-04

NCDPW PAEMENT MARKING
IMPROVEMENTS PHASE 11



FILE NAME = TP_PAVEMENTMARKINGS-04.dgn
DATE/TIME = 05 NOV 2008 15:25
USER = Joe Jay

GENERAL NOTES

1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE NOTICE, REFLECT THE MINIMUM REQUIREMENTS.

2. THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR DESIGNEE DESCRIBING ITEMS (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN, SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.

3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, IN WRITING, WITH THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.

ACTIVITY AREA

1. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 500' LONGITUDINAL DISTANCE BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

SIGNS

1. THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.

2. ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR REACT (S) APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.

3. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.

4. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF MULTI-LANE DIVIDED HIGHWAYS, MULTI-LANE RAMPS, AND ONE-WAY STREETS. IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

5. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET, BAYBO THE SIGN DOES IN A HORIZONTAL POSITION IS NOT PERMITTED.

6. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE NOTICE. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR SY HIS/HER DESIGNEE.

7. HYRB-12 MAY BE USED IN PLACE OF HYRB-11.

CHANNELIZING DEVICES

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

PUBLIC ACCESS

1. PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY. FOR MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES. ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.

2. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

LANE CLOSURES

1. THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.

2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

LANE WIDTHS

1. UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS 11 FT. THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.

2. THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

BARRIER/SHADOW VEHICLES

1. BARRIER AND SHADOW VEHICLES SHALL BE REQUIRED AS PER STANDARD SHEET ENTITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".

2. NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE BARRIER OR SHADOW VEHICLE AND THE ACTIVE WORK AREA BEYOND AHEAD DISTANCES.

3. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE A BARRIER VEHICLE IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
GENERAL NOTES

APPROVED SEPTEMBER 19, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER ED 08-036

619-10

CONTRACT NO.: H62153-146
PIN: 8761.67

EFFECTIVE DATE: 01/08/09

NCDPW PAEMENT MARKING
IMPROVEMENTS PHASE 11



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### TABLE NY1-A
### BARRIER VEHICLE USE REQUIREMENTS
### (LONG TERM, INTERMEDIATE TERM, AND SHORT TERM STATIONARY CLOSURES)

| CLOSURE TYPE | EXPOSURE CONDITION[1] | USE REQUIREMENTS[4,5] | | | |
|---|---|---|---|---|---|
| | | FREEWAY | NON-FREEWAY (PRECONSTRUCTION POSTED SPEED LIMIT) | | |
| | | | ≥ 45 MPH | 35-40 MPH | ≤ 30 MPH |
| LANE CLOSURE | WORKERS ON FOOT OR IN VEHICLES EXPOSED TO TRAFFIC | REQUIRED[3] | REQUIRED[3] | REQUIRED[3] | OPTIONAL[2] |
| | NON-TRAVERSABLE HAZARD (IE. EQUIPMENT, MATERIALS, EXCAVATION) ONLY NO WORKERS EXPOSED | REQUIRED[3] | REQUIRED[3] | OPTIONAL[2] | OPTIONAL[2] |
| SHOULDER CLOSURE | WORKERS ON FOOT OR IN VEHICLES EXPOSED TO TRAFFIC | REQUIRED[3] | REQUIRED[3] | OPTIONAL[2] | OPTIONAL[2] |
| | NON-TRAVERSABLE HAZARD (IE. EQUIPMENT, MATERIALS, EXCAVATION) ONLY NO WORKERS EXPOSED | REQUIRED[3] | OPTIONAL[2] | OPTIONAL[2] | OPTIONAL[2] |

1. THE EXPOSURE CONDITIONS DESCRIBED IN TABLE NY1-A ASSUMES THERE IS NO POSITIVE PROTECTION (TEMPORARY TRAFFIC BARRIER) PRESENT. WHERE WORKERS OR HAZARDS ARE PROTECTED BY A TEMPORARY TRAFFIC BARRIER, BARRIER VEHICLES ARE NOT REQUIRED.
2. WHERE THE REQUIREMENT IS "OPTIONAL", EITHER A BARRIER VEHICLE OR THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE 6C-2) SHALL BE PROVIDED.
3. REQUIREMENTS SHALL INCLUDE PROVIDING A SEPARATE BARRIER VEHICLE FOR EACH CLOSED LANE AND EACH CLOSED PAVED SHOULDER 8' OR GREATER IN WIDTH. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE BARRIER VEHICLE SHALL BE REPOSITIONED ACCORDINGLY. BARRIER VEHICLES PROTECTING NON-TRANSVERSABLE HAZARDS SHALL REMAIN IN PLACE DURING BOTH WORKING AND NON-WORKING HOURS UNTIL THE HAZARD NO LONGER EXISTS. EXCEPTIONS TO THESE REQUIREMENTS MAY BE MADE, AS APPROVED BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE WHERE BARRIER VEHICLE PLACEMENT WOULD BE INEFFECTIVE OR WOULD INTERFERE WITH THE SAFE OPERATION OF TRAFFIC.
4. BARRIER VEHICLES ARE NOT REQUIRED FOR MILLING AND/OR PAVING OPERATIONS, BUT THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE 6C-2) SHALL BE PROVIDED.
5. BARRIER VEHICLES ARE NOT REQUIRED FOR FLAGGING OPERATIONS, BUT THE STANDARD LONGITUDINAL BUFFER SPACE (TABLE6C-2) SHALL BE PROVIDED.

### TABLE NY1-B
### SHADOW VEHICLE USE REQUIREMENTS
### (MOBILE CLOSURES)

| CLOSURE TYPE | EXPOSURE CONDITION | USE REQUIREMENTS | | | |
|---|---|---|---|---|---|
| | | FREEWAY | NON-FREEWAY (PRECONSTRUCTION POSTED SPEED LIMIT) | | |
| | | | ≥ 45 MPH | 35-40 MPH | ≤ 30 MPH |
| LANE CLOSURE | WHEN ANY WORKER, VEHICLE, OR OTHER HAZARD IS EXPOSED TO TRAFFIC | REQUIRED[2,4] | REQUIRED[2,4] | REQUIRED[2,4] | REQUIRED[2,4] |
| SHOULDER CLOSURE | WHEN ANY WORKER, VEHICLE, OR OTHER HAZARD IS EXPOSED TO TRAFFIC | REQUIRED[2,4] | REQUIRED[2,4] | REQUIRED[2,4] | REQUIRED[2,4] |

1. A MOBILE CLOSURE SHALL BE USED FOR ANY WORK ACTIVITY THAT MOVES CONTINUOUSLY OR INTERMITTENTLY ALONG THE TRAVELED WAY OR SHOULDER SLOWER THAN THE PREVAILING SPEED OF TRAFFIC. CHANNELIZING DEVICES ARE NOT USED FOR MOBILE CLOSURES.
2. SHADOW VEHICLES SHALL BE EQUIPPED WITH AN APPROVED REAR MOUNTED ATTENUATOR (TRUCK MOUNTED OR TRAILER MOUNTED) FOR THE FOLLOWING MOBILE CLOSURES: LANE CLOSURES ON FREEWAYS, LANE CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION POSTED SPEED LIMIT OF 35 MPH OR MORE, SHOULDER CLOSURES ON FREEWAYS, AND SHOULDER CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION SPEED LIMIT OF 45 MPH OR MORE.
3. FOR MOBILE LANE CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION POSTED SPEED LIMIT OF 30 MPH OR LESS AND MOBILE SHOULDER CLOSURES ON NON-FREEWAY ROADWAYS HAVING A PRE-CONSTRUCTION SPEED LIMIT OF 40 MPH OR LESS, SHADOW VEHICLES ARE NOT REQUIRED TO BE EQUIPPED WITH A REAR MOUNTED ATTENUATOR.
4. A SHADOW VEHICLE IS USED TO PROTECT EXPOSED WORKERS (ON FOOT OR IN A VEHICLE) AND SHALL BE REQUIRED FOR ALL MOBILE CLOSURES. SHADOW VEHICLE REQUIREMENTS SHALL INCLUDE PROVIDING A SEPARATE SHADOW VEHICLE FOR EACH CLOSED LANE AND EACH CLOSED PAVED SHOULDER 8' OR GREATER IN WIDTH. ADDITIONAL SHADOW VEHICLES MAY BE REQUIRED TO PROMOTE THE SAFE OPERATION OF TRAFFIC AND THE INCREASED PROTECTION OF EXPOSED WORKERS, AS DIRECTED BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE.

### TABLE 6H-4 FORMULAS FOR DETERMINING TAPER LENGTHS

| SPEED LIMIT (S) (MPH) | TAPER LENGTH (L) (FT.) |
|---|---|
| (40 MPH) OR LESS | $L = WS^2/60$ |
| (45 MPH) OR MORE | $L = WS$ |

L = TAPER LENGTH
W = WIDTH OF OFFSET (FT.)
S = PRECONSTRUCTION POSTED SPEED LIMIT (MPH)

#### STANDARD TAPER LENGTHS

| LATERAL SHIFT OF TRAFFIC FLOW PATH | TEMPORARY TRAFFIC CONTROL ZONE POSTED SPEED LIMIT | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | (25 MPH) | (30 MPH) | (35 MPH) | (40 MPH) | (45 MPH) | (50 MPH) | (55 MPH) | (60 MPH) | (65 MPH) | (70 MPH) |
| 4 | 45 | 60 | 85 | 110 | 180 | 200 | 220 | 240 | 260 | 280 |
| 5 | 55 | 75 | 105 | 135 | 225 | 250 | 275 | 300 | 325 | 350 |
| 6 | 65 | 90 | 125 | 160 | 270 | 300 | 330 | 360 | 390 | 420 |
| 7 | 75 | 105 | 145 | 190 | 315 | 350 | 385 | 420 | 455 | 490 |
| 8 | 85 | 120 | 165 | 215 | 360 | 400 | 440 | 480 | 520 | 560 |
| 9 | 95 | 135 | 185 | 240 | 405 | 450 | 495 | 540 | 585 | 630 |
| 10 | 105 | 150 | 205 | 210 | 450 | 500 | 550 | 600 | 650 | 700 |
| 11 | 115 | 165 | 225 | 295 | 495 | 550 | 605 | 660 | 715 | 770 |
| 12 | 125 | 180 | 245 | 320 | 540 | 600 | 660 | 720 | 780 | 840 |

### TABLE 6C-3
### TAPER LENGTH FOR TEMPORARY TRAFFIC CONTROL ZONES

| TYPE OF TAPER | TAPER LENGTH (L) |
|---|---|
| MERGING TAPER | L |
| SHIFTING TAPER | L/2 |
| SHOULDER TAPER | L/3 |
| ONE-LANE, TWO-WAY TRAFFIC TAPER | 100 FT. MAXIMUM |
| DOWNSTREAM TAPER | 100 FT. PER LANE |

### TABLE 6C-2
### LONGITUDINAL BUFFER SPACE

| PRECONSTRUCTION POSTED SPEED LIMIT (MPH) | DISTANCE |
|---|---|
| 25 | 155 FT. |
| 30 | 200 FT. |
| 35 | 250 FT. |
| 40 | [illegible] FT. |
| 45 | [illegible] FT. |
| 50 | [illegible] FT. |
| 55 | [illegible] FT. |
| 60 | 570 FT. |
| 65 | 645 FT. |

### TABLE NY2-A
### PLACEMENT DISTANCE FOR BARRIER VEHICLES

| PRECONSTRUCTION POSTED SPEED LIMIT (MPH) | PLACEMENT DISTANCE (FT.) BARRIER VEHICLES* | | | |
|---|---|---|---|---|
| | (18000 LBS.) | | (24000 LBS.) | |
| | MINIMUM | MAXIMUM | MINIMUM | MAXIMUM |
| > 55 | 100 FT. | 200 FT. | 100 FT. | 200 FT. |
| 45 - 55 | 100 FT. | 200 FT. | 85 FT. | 165 FT. |
| < 45 | 85 FT. | 165 FT. | 50 FT. | 100 FT. |

* AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619.

BARRIER VEHICLE - VEHICLE USED FOR STATIONARY SHOULDER CLOSURES, LANE CLOSURES, AND OTHER STATIONARY WORK ZONES.

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD DISTANCE FROM MANUFACTURER.

### TABLE NY2-B
### PLACEMENT DISTANCE FOR SHADOW VEHICLES

| PRECONSTRUCTION POSTED SPEED LIMIT (MPH) | PLACEMENT DISTANCE (FT.) SHADOW VEHICLES** | | | |
|---|---|---|---|---|
| | (18000 LBS.) | | (24000 LBS.) | |
| | MINIMUM | MAXIMUM | MINIMUM | MAXIMUM |
| > 55 | 230 FT. | 330 FT. | 180 FT. | 280 FT. |
| 45 - 55 | 180 FT. | 280 FT. | 150 FT. | 250 FT. |
| < 45 | 100 FT. | 200 FT. | 100 FT. | 200 FT. |

* AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619.

SHADOW VEHICLE - VEHICLE USED FOR MOBILE OR SHORT DURATION WORK OPERATIONS.

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD DISTANCE FROM MANUFACTURER.

### TABLE 619-4
### FLARE RATES FOR POSITIVE BARRIER

| TYPE OF POSITIVE BARRIER | POSTED SPEED LIMIT | | | | |
|---|---|---|---|---|---|
| | 30 MPH | 40 MPH | 50 MPH | 55 MPH | 65 MPH |
| TEMPORARY CONCRETE BARRIER | 8:1 | 11:1 | 14:1 | 16:1 | 20:1 |
| BOX BEAM OR HEAVY POST CORRUGATED BEAM | 7:1 | 9:1 | 11:1 | 12:1 | 15:1 |

### TABLE NY6H-3
### ADVANCE WARNING SIGN SPACING

| ROAD TYPE | DISTANCE BETWEEN SIGNS | | | SIGN LEGEND | |
|---|---|---|---|---|---|
| | A (FT.) | B (FT.) | C (FT.) | XX | YY |
| URBAN (≤ 30 MPH*) | 100 | 100 | 100 | AHEAD | AHEAD |
| URBAN (35-40 MPH*) | 200 | 200 | 200 | AHEAD | AHEAD |
| URBAN (≥ 45 MPH*) | 350 | 350 | 350 | 1000 FT. | AHEAD |
| RURAL | 500 | 500 | 500 | 1500 FT. | 1000 FT. |
| EXPRESSWAY / FREEWAY | 1000 | 1500 | 2640 | 1 MILE | ½ MILE |

* PRECONSTRUCTION POSTED SPEED LIMIT

URBAN: MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA: SIDEWALKS, BICYCLE USAGE, CURBING, CLOSED DRAINAGE SYSTEMS, DRIVEWAY DENSITIES GREATER THAN 24 DRIVEWAYS PER MILE, MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS PER MILE OR GREATER, MAJOR COMMERCIAL DRIVEWAYS, NUMEROUS RIGHT OF WAY CONSTRAINTS, HIGH DENSITY OF CROSS STREETS, 85TH PERCENTILE SPEEDS OF 45 MPH OR LESS.

RURAL: ANY AREA NOT EXHIBITING MORE THAN ONE OF THE ABOVE CHARACTERISTICS.

EXPRESSWAY: DIVIDED HIGHWAYS FOR TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS.

FREEWAYS/INTERSTATE: LOCAL OR INTER REGIONAL HIGH-SPEED, DIVIDED, HIGH-VOLUME FACILITIES WITH FULL OR PARTIAL CONTROL OF ACCESS.

### WORK DURATION DEFINITIONS

LONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.

MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

### WORK ZONE TRAFFIC CONTROL LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| | ARROW PANEL |
| | ARROW PANEL, CAUTION MODE |
| | ARROW PANEL TRAILER OR SUPPORT |
| | CHANGEABLE MESSAGE SIGN (PVMS) |
| | CHANNELIZING DEVICE |
| | CRASH CUSHION/TEMPORARY IMPACT ATTENUATOR |
| | DIRECTION OF TEMPORARY TRAFFIC DETOUR |
| | DIRECTION OF TRAFFIC |
| | FLAGGER |
| | FLAG TREE |
| | LUMINAIRE |
| | PAVEMENT MARKINGS THAT SHALL BE REMOVED FOR A LONG TERM PROJECT |
| | SIGN, TEMPORARY |
| | TEMPORARY BARRIER |
| | TEMPORARY BARRIER WITH WARNING LIGHTS |
| | TRAFFIC OR PEDESTRIAN SIGNAL |
| | TYPE III BARRICADE |
| | WARNING LIGHTS |
| | WORK SPACE |
| | WORK VEHICLE |
| | WORK VEHICLE WITH TRUCK MOUNTED ATTENUATOR |

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

## WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES

APPROVED SEPTEMBER 18, 2008 | ISSUED UNDER EB 08-036

/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

619-11

EFFECTIVE DATE: 01/08/09

CONTRACT NO.: H62153-14G
PIN: 0761.67





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DATE/TIME = 06-NOV-2008 15:03
USER = jburley

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| EXIT | E5-1 | C | ------- | 72"X60" | 72"X60" |
| [illegible] | G20-1 | A | 36"X18" | 48"X24" | 48"X24" |
| [illegible] | G20-2 | A | 36"X18" | 48"X24" | 48"X24" |
| [illegible] | G20-1 | A | 36"X18" | ------- | ------- |
| [illegible] | G20-5aP | A | 24"X18" | 30"X24" | 30"X24" |
| X XX | W1-1 | D | 1 OR 2 DIGITS 24"X24" | 36"X36" | 36"X36" |
| [illegible] | W1-11 | D | 3 DIGITS 30"X24" | 45"X36" | 45"X36" |
| X XX | W1-1 | B | 1 OR 2 DIGITS 24"X24" | 36"X36" | 36"X36" |
| XXX | W1-11 | B | 3 DIGITS 30"X24" | 45"X36" | 45"X36" |
| NORTH | W3-1 | SEE NOTE 3 | 24"X12" | 36"X18" | 36"X18" |
| EAST | W3-2 | | | | |
| SOUTH | W3-3 | | | | |
| WEST | W3-4 | | | | |
| DETOUR | W4-8 | A | 24"X12" | 36"X18" | 36"X18" |
| END DETOUR | W4-8c | A | 24"X18" | 24"X18" | 24"X18" |
| DETOUR DETOUR DETOUR | W4-8 W4-8L W4-8R | A | 30"X24" | 48"X36" | 48"X36" |
| DETOUR AHEAD | W4-9c | A | 30"X24" | 30"X24" | ------- |
| DETOUR DETOUR | W4-9b | A | 30"X24" | 30"X24" | ------- |
| DETOUR DETOUR | W4-9c | A | 30"X24" | 30"X24" | ------- |
| DETOUR | W4-10L | A | 48"X18" | 48"X18" | 48"X18" |
| DETOUR | W4-10R | | | | |
| | W5-1 | SEE NOTE 3 | 21"X15" | 30"X21" | 30"X21" |
| | W5-2 | SEE NOTE 3 | 21"X15" | 30"X21" | 30"X21" |
| | W6-1 | SEE NOTE 3 | 21"X15" | 30"X21" | 30"X21" |
| | W6-2 | | | | |
| | W6-3 | | | | |
| | W6-4 | | | | |
| X XX | NYW3-1 | B | 24"X24" | 36"X36" | 36"X36" |
| XXX | NYW3-2 | B | 30"X24" | 45"X36" | 45"X36" |
| XXXA | NYW5-3 | B | 30"X24" | 45"X36" | 45"X36" |

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| [illegible] | NYW9-11 | B | 24"X12" | 48"X24" | 48"X24" |
| [illegible] | NYW9-12 | B | 24"X36" | 36"X54" | 48"X72" |
| [illegible] | NYW4-13 | A | 36"X36" | 48"X48" | 48"X48" |
| NET FENCE | NYW9-30 | A | 48"X24" | 48"X24" | 48"X24" |
| [illegible] | NYW9-31 | A | 48"X24" | 48"X24" | 48"X24" |
| [illegible] | NYW9-32 | A | 48"X24" | 48"X24" | 48"X24" |
| [illegible] | NYW9-33 | A | 48"X24" | 48"X24" | 48"X24" |
| STOP | R1-1 | D | 36"X36" | 36"X36" | 48"X48" |
| YIELD | R1-2 | E | 36"X36"X36" | 48"X48"X48" | 60"X60"X60" |
| SPEED LIMIT XX | R2-1 | G | 24"X30" OR 30"X36" SEE NOTE 10 | 36"X48" | 36"X48" |
| [illegible] | R2-11 | B | 24"X30" | 36"X48" | 36"X48" |
| [illegible] | R2-12 | G | 24"X15" | 36"X54" | 36"X54" |
| DO NOT PASS | R4-1 | G | 24"X30" | 36"X48" | 36"X48" |
| | R4-7 | G | 24"X30" | 36"X48" | 36"X48" |
| | R4-7a NARROW | G | 18"X30" | ------- | ------- |
| | R4-8 | G | 24"X30" | 36"X48" | 36"X48" |
| | R4-8a NARROW | G | 18"X30" | ------- | ------- |
| KEEP IN LANE | R4-8 | G | 24"X30" | 36"X48" | 36"X48" |
| [illegible] | R5-1 | E | 36"X36" | 36"X36" | 48"X48" |
| [illegible] | R9-8 | G | 36"X18" | 36"X18" | ------- |
| [illegible] | R9-9 | G | 24"X12" | 24"X12" | ------- |
| [illegible] | R9-10L R9-10R | G | 24"X12" | 24"X12" | ------- |
| [illegible] | R9-11L R9-11R | G | 24"X18" | 24"X18" | ------- |
| [illegible] | R9-11aL R9-11aR | G | 24"X12" | 24"X12" | ------- |
| STOP HERE ON RED | R10-6 | D | 24"X36" | 24"X36" | ------- |
| ROAD CLOSED | R11-2 | G | 48"X30" | 48"X30" | 48"X30" |

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| ROAD CLOSED TO ALL BUT LOCAL TRAFFIC ONLY | R11-3c | B | 60"X30" | 60"X30" | ------- |
| | W3-4L W3-4R | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-4aL W3-4aR | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-4bL W3-4bR | A | 36"X36" | 48"X48" | 48"X48" |
| | W1-6L | A | 48"X24" | 60"X30" | 60"X30" |
| | W1-6R | A | | | |
| | W1-8L | A (WD BORDER) | 18"X24" | 30"X36" | 30"X36" |
| | W1-8R | A (WD BORDER) | | | |
| | W3-1 | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-2 | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-3 | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-4 | A | 36"X36" | 48"X48" | 48"X48" |
| | W3-5 | A | 36"X36" | 48"X48" | 48"X48" |
| | W4-1L W4-1R | A | 36"X36" | 48"X48" | 48"X48" |
| | W4-2L W4-2R | A | 36"X36" | 48"X48" | 48"X48" |

ROADWAY DEFINITIONS:

CONVENTIONAL ROAD - A STREET OR HIGHWAY OTHER THAN A FREEWAY, OR EXPRESSWAY.

EXPRESSWAY - A DIVIDED HIGHWAY WITH PARTIAL CONTROL OF ACCESS.

FREEWAY - A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS.

| COLOR CODE LEGEND | |
|---|---|
| CODE | DESCRIPTION |
| A | BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND |
| B | BLACK LEGEND AND BORDER ON A WHITE BACKGROUND |
| C | WHITE LEGEND AND BORDER ON A GREEN BACKGROUND |
| D | WHITE LEGEND AND BORDER ON A RED BACKGROUND |
| E | RED LEGEND AND BORDER ON A FLUORESCENT YELLOW GREEN BACKGROUND |
| F | BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND |
| G | WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND |

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE MUTCD.
3. COLORS FOR DIRECTION PLAQUES, ADVANCE TURN ARROWS, AND DIRECTIONAL ARROWS SHALL MATCH THE ROUTE OR INTERSTATE SIGN THAT THEY SUPPLEMENT AS PER THE MUTCD.
4. MULTICOLORED SYMBOL IMPOSED ON SIGN WITH BLACK LEGEND AND BORDER OR AN ORANGE BACKGROUND.
5. FOR R2-1 SIGN LARGER DIMENSIONS SHALL BE USED WHEN SIGN FACES MULTIPLE LANES ON A CONVENTIONAL ROAD.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SIGN TABLE
(SHEET 1 OF 2)

APPROVED APRIL 1, 2012
/S/ TODD WESTHUIS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND HIGHWAY MAINTENANCE

ISSUED UNDER EB 12-010

619-12

CONTRACT NO.: H62163-14G

EFFECTIVE DATE: 05/03/2012



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USER = rfahnes

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| ROAD NARROWS | W5-1 | A | 36"X36" | 48"X48" | 48"X48" |
| ROAD NARROWS | W5-4 | A | 36"X36" | 48"X48" | 48"X48" |
| | W6-3 | A | 36"X36" | 48"X48" | 48"X48" |
| NOT A WAY | W7-3aP | A | 24"X18" | 36"X30" | 36"X36" |
| BUMP | W8-1 | A | 36"X36" | 48"X48" | 48"X48" |
| PAVEMENT ENDS | W8-3 | A | 36"X36" | 48"X48" | 48"X48" |
| LOOSE GRAVEL | W8-7 | A | 36"X36" | 48"X48" | 48"X48" |
| ROUGH ROAD | W8-8 | A | 36"X36" | 48"X48" | 48"X48" |
| LOW SHOULDER | W8-9 | A | 36"X36" | 48"X48" | 48"X48" |
| NO CENTER LINE | W8-12 | A | 36"X36" | ------ | ------ |
| FALLING ROCK | W8-14 | A | 36"X36" | 48"X48" | 48"X48" |
| UNPAVED PAVEMENT | W8-15 | A | 36"X36" | 48"X48" | 48"X48" |
| | W8-17 | A | 36"X36" | 48"X48" | 48"X48" |
| HUMP AHEAD | W8-17a | A | 24"X18" | 30"X24" | 30"X24" |
| NO SHOULDER | W8-23 | A | 36"X36" | 48"X48" | 48"X48" |
| SIDE ROAD OR PATH AT | W8-24 | A | 36"X36" | 48"X48" | 48"X48" |
| STREET LOOSE GRAVEL | W8-5 | A | 36"X36" | 48"X48" | 48"X48" |
| | W11-1L<br>W11-1R | A OR F | 36"X36" | 36"X36" | ------ |
| | W11-2L<br>W11-2R | F | 36"X36" | 36"X36" | ------ |
| | W11-15L<br>W11-15R | F | 36"X36" | 36"X36" | ------ |

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| RXR | W10-1P | A | 24"X24" | 30"X30" | 30"X30" |
| ON RAMP | W14-3 | A | 36"X36" | 36"X36" | 36"X36" |
| PASSING ZONE | W13-4P | A | 48"X48"X36" | ------ | ------ |
| ROAD ON ROAD | W16-1P | SEE NOTE 3 A OR F | 18"X24" | 24"X30" | ------ |
| SKID RECO | W16-2P | A | 28"X18" | 30"X24" | ------ |
| NEXT MILE FT | W16-4P | SEE NOTE 3 A OR F | 30"X24" | ------ | ------ |
| | W16-5PL<br>W16-5PR | A | 24"X18" | ------ | ------ |
| | W16-7PL<br>W16-7PR | SEE NOTE 3 A OR F | 24"X12" | 30"X18" | ------ |
| AHEAD | W16-9P | SEE NOTE 3 A OR F | 24"X12" | 30"X18" | ------ |
| ROAD WORK AHEAD / ROAD WORK 1 MILE | W20-1 | A | 36"X36" | 48"X48" | 48"X48" |
| DETOUR AHEAD / DETOUR 1 MILE | W20-2 | A | 36"X36" | 48"X48" | 48"X48" |
| ROAD CLOSED AHEAD / ROAD CLOSED 1 MILE | W20-3 | A | 36"X36" | 48"X48" | 48"X48" |
| ONE LANE ROAD / ONE LANE ROAD 1 MILE | W20-4 | A | 36"X36" | 48"X48" | 48"X48" |
| RIGHT LANE CLOSED AHEAD / LEFT LANE CLOSED 1 MILE / LEFT LANE CLOSED AHEAD / RIGHT LANE CLOSED 1 MILE | W20-5 | A | 36"X36" | 48"X48" | 48"X48" |
| 2 LEFT LANES CLOSED AHEAD / 2 LEFT LANES CLOSED 1 MILE / RIGHT LANE CLOSED AHEAD / RIGHT LANE CLOSED 1 MILE | W20-5a | A | 36"X36" | 48"X48" | 48"X48" |
| | W20-7 | A | 36"X36" | 48"X48" | 48"X48" |

## WORK ZONE TRAFFIC CONTROL SIGN TABLE

| SIGN | SIGN DESIGNATION | COLOR CODE | CONVENTIONAL ROAD | EXPRESSWAY | FREEWAY |
|---|---|---|---|---|---|
| | W21-1 | A | 36"X36" | 48"X48" | 48"X48" |
| SLOW MOVING VEHICLE | W21-4 | A | 24"X18" | 48"X24" | 48"X24" |
| SHOULDER WORK | W21-5 | A | 36"X36" | 48"X48" | 48"X48" |
| LEFT SHOULDER CLOSED / RIGHT SHOULDER CLOSED | W21-5aL<br>W21-5aR | A | 36"X36" | 48"X48" | 48"X48" |
| LEFT SHOULDER CLOSED 500 FT / LEFT SHOULDER CLOSED 1 MILE / RIGHT SHOULDER CLOSED 500 FT / RIGHT SHOULDER CLOSED 1 MILE | W21-5bL<br>W21-5bR | A | 36"X36" | 48"X48" | 48"X48" |
| MOWING AHEAD | W21-8 | A | 36"X36" | 48"X48" | 48"X48" |
| BLASTING ZONE AHEAD / BLASTING ZONE NEXT 10 MI | W22-1 | A | 36"X36" | 48"X48" | 48"X48" |
| TURN OFF TWO WAY RADIO AND CELL PHONE | W22-2 | A | 42"X36" | 42"X36" | 42"X36" |
| END BLASTING ZONE | W22-3 | A | 42"X36" | 42"X36" | 42"X36" |
| FLAGGER AHEAD | W23-2 | A | 36"X36" | 48"X48" | 48"X48" |
| | W24-1L<br>W24-1R | A | 36"X36" | 48"X48" | 48"X48" |
| | W24-1aL<br>W24-1aR | A | 36"X36" | 48"X48" | 48"X48" |
| | W24-1bL<br>W24-1bR | A | 36"X36" | 48"X48" | 48"X48" |

ROADWAY DEFINITIONS:

CONVENTIONAL ROAD - A STREET OR HIGHWAY OTHER THAN A FREEWAY, OR EXPRESSWAY.

EXPRESSWAY - A DIVIDED HIGHWAY WITH PARTIAL CONTROL OF ACCESS.

FREEWAY - A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS.

| COLOR CODE LEGEND | |
|---|---|
| CODE | DESCRIPTION |
| A | BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND |
| B | BLACK LEGEND AND BORDER ON A WHITE BACKGROUND |
| C | WHITE LEGEND AND BORDER ON A GREEN BACKGROUND |
| D | WHITE LEGEND AND BORDER ON A RED BACKGROUND |
| E | RED LEGEND AND BORDER ON A WHITE BACKGROUND |
| F | BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND |
| O | WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND |

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. WHEN USED IN CONJUNCTION WITH A BICYCLE SIGN (W11-1) OR PEDESTRIAN CROSSING (W11-2) COLOR CODE SHALL MATCH.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SIGN TABLE
(SHEET 2 OF 2)

APPROVED APRIL 1, 2012
/S/ TODD WESDORP, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND HIGHWAY

ISSUED UNDER ED 12-010

619-12

EFFECTIVE DATE: 05/03/2012

CONTRACT NO.: H62153-14

PIN: 0T0F-97



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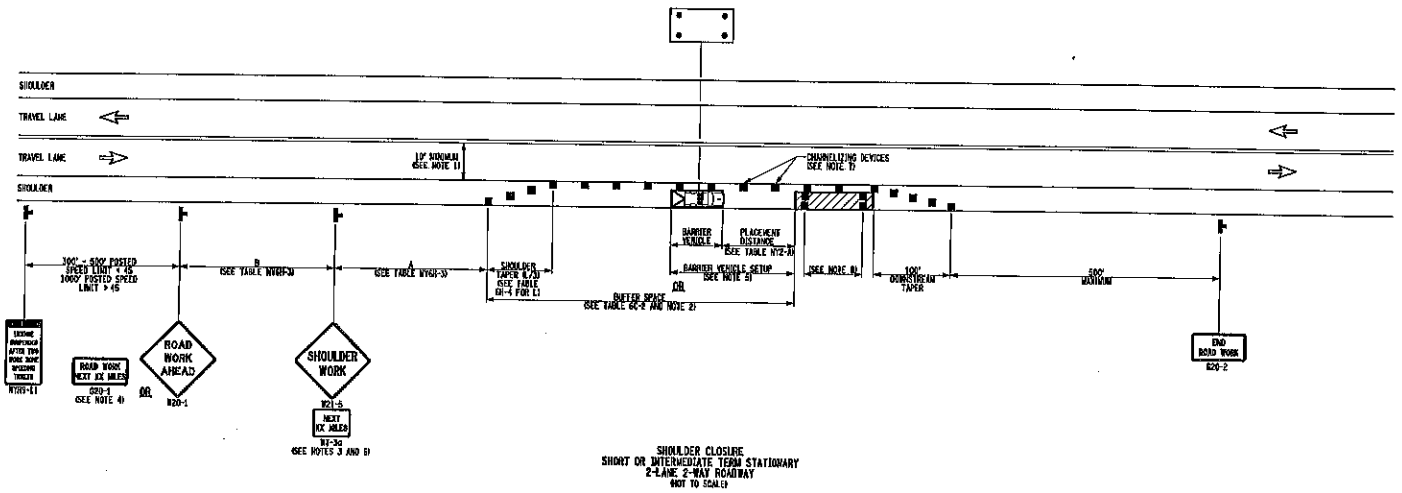


SHOULDER CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
2-LANE 2-WAY ROADWAY
(NOT TO SCALE)

NOTES:

1. WHEN THE MINIMUM LANE WIDTH OF 10' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM STATIONARY FLAGGING OPERATION.
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
3. WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK IS 2 MILES TO 5 MILES, A SUPPLEMENTAL DISTANCE PLAQUE (W7-3a) SHOULD BE USED WITH THE SHOULDER WORK SIGN (W21-5).
4. THE ROAD WORK NEXT XX MILES SIGN (G20-1) MAY BE USED INSTEAD OF THE ROAD WORK AHEAD SIGN (W20-1) IF WORK LOCATIONS OCCUR OVER A DISTANCE OF MORE THAN 2 MILES.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. IN THOSE SITUATIONS WHERE MULTIPLE WORK LOCATIONS EXIST WITHIN A LIMITED DISTANCE MAKE IT PRACTICAL TO PLACE STATIONARY SIGNS, THE DISTANCE BETWEEN THE ADVANCE WARNING SIGN AND WORK SHALL NOT EXCEED 6 MILES.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. TRANSVERSE RUMBLES SHALL BE REQUIRED AS PER 619 STANDARD SPECIFICATIONS WHEN A PAVED SHOULDER REMAINS A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SHOULDER CLOSURE
2-LANE 2-WAY ROADWAY

APPROVED SEPTEMBER 15, 2009
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 09-025

619-20

EFFECTIVE DATE: 01/07/10

CONTRACT NO.: H82153-142
PIN: 0704.67

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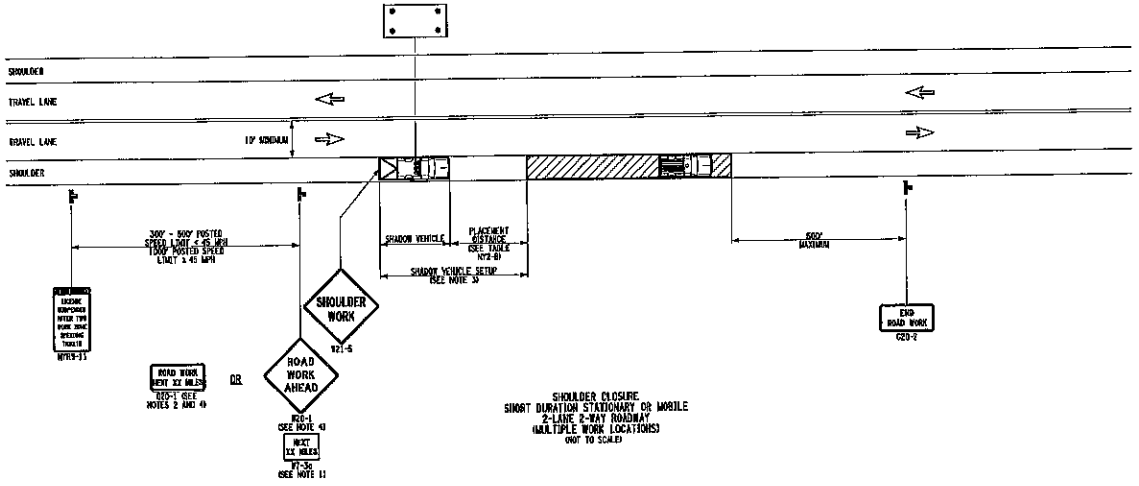
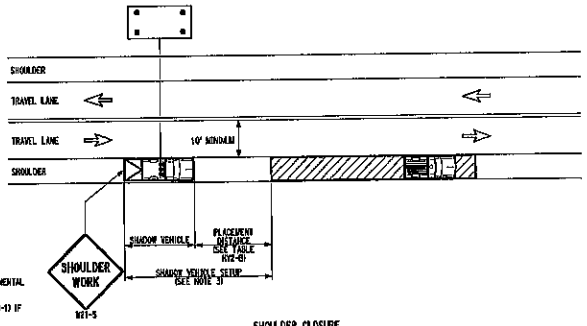



SHOULDER CLOSURE
SHORT DURATION STATIONARY OR MOBILE
2-LANE 2-WAY ROADWAY
(MULTIPLE WORK LOCATIONS)
(NOT TO SCALE)




SHOULDER CLOSURE
MOBILE OPERATION
2-LANE 2-WAY ROADWAY
(NOT TO SCALE)

NOTES:

1. WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK IS 2 MILES TO 8 MILES, A SUPPLEMENTAL DISTANCE PLACE (W7-3a) SHOULD BE USED WITH THE ROAD WORK AHEAD SIGN (W20-1).
2. THE ROAD WORK NEXT XX MILES SIGN (G20-1) MAY BE USED INSTEAD OF THE ROAD WORK AHEAD SIGN (W20-1) IF WORK LOCATIONS OCCUR OVER A DISTANCE OF MORE THAN 2 MILES.
3. FOR SHADOW VEHICLE USE REQUIREMENTS SEE TABLES NY1-8 AND NY2-6 ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
4. IN THOSE SITUATIONS WHERE MULTIPLE WORK LOCATIONS EXIST WITHIN A LIMITED DISTANCE MAKE IT PRACTICAL TO PLACE STATIONARY SIGNS, THE DISTANCE BETWEEN THE ADVANCE WARNING SIGN AND WORK SHALL NOT EXCEED 5 MILES.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SHOULDER CLOSURE
2-LANE 2-WAY ROADWAY
MULTIPLE WORK LOCATIONS

APPROVED SEPTEMBER 15, 2009 | ISSUED UNDER EO 09-025

/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

619-21

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EFFECTIVE DATE: 01/07/10

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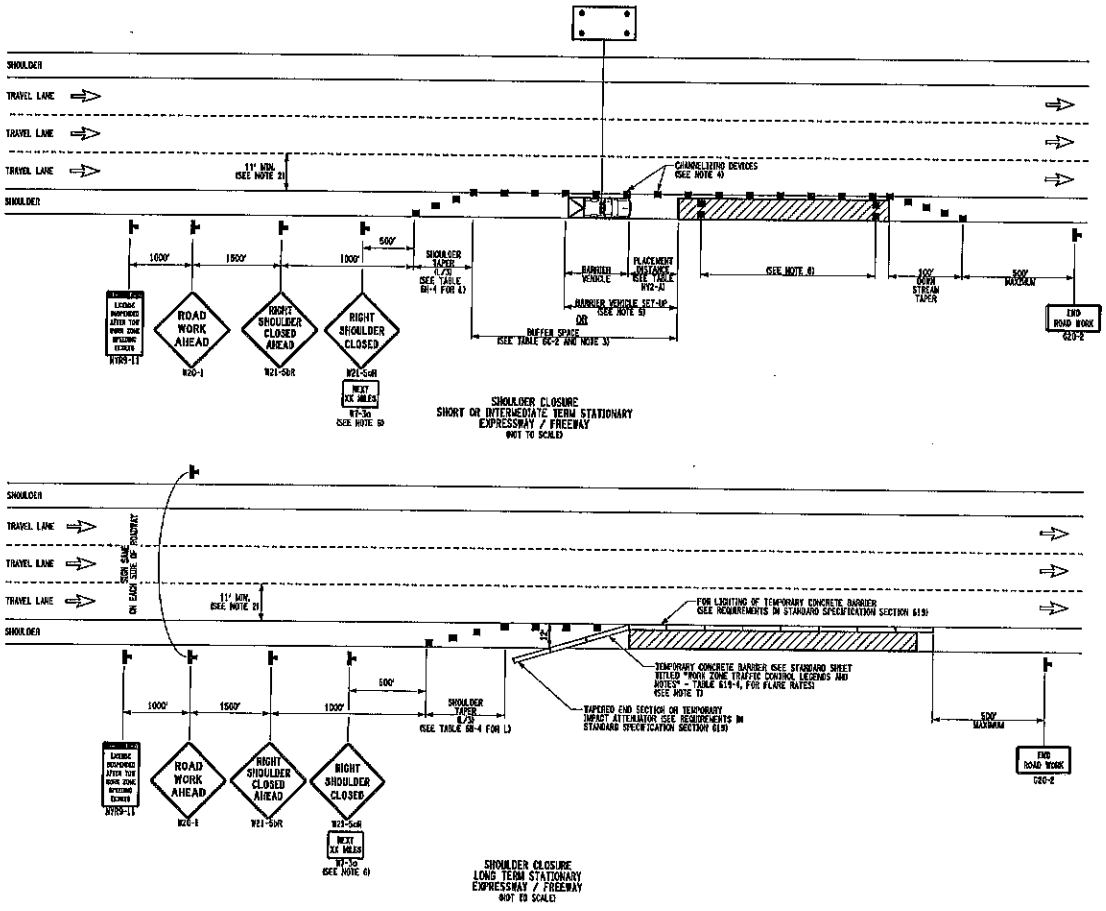


NOTES:

1. LEFT SHOULDER CLOSURES ARE SYMMETRICAL. SUBSTITUTE LEFT SHOULDER CLOSED AHEAD SIGN (W21-5bL) AND LEFT SHOULDER CLOSED SIGN (W21-5aL) FOR RIGHT SHOULDER CLOSED SIGNS W21-5bR AND W21-5aR.
2. WHEN THE MINIMUM LANE WIDTH OF 11' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAILS FOR SHORT, INTERMEDIATE, OR LONG TERM, STATIONARY SINGLE LANE CLOSURES.
3. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
5. FOR SHADOW VEHICLE USE REQUIREMENTS SEE TABLES W72-B AND W72-S ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. THE "NEXT X MILE" SUPPLEMENTAL SIGN (W7-3a) IS REQUIRED WHEN THE SHOULDER IS CLOSED FOR A DISTANCE GREATER THAN 2 MILES.
7. THE TEMPORARY CONCRETE BARRIER SHALL NOT BE PLACED ALONG THE MERGING TAPER. THE SHOULDER SHALL BE CLOSED USING CHANNELIZING DEVICES.
8. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

# SHOULDER CLOSURE EXPRESSWAY / FREEWAY

APPROVED SEPTEMBER 16, 2008 — ISSUED UNDER EB 08-036

/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

CONTRACT NO.: H62153-143

619-22

EFFECTIVE DATE: 01/08/09




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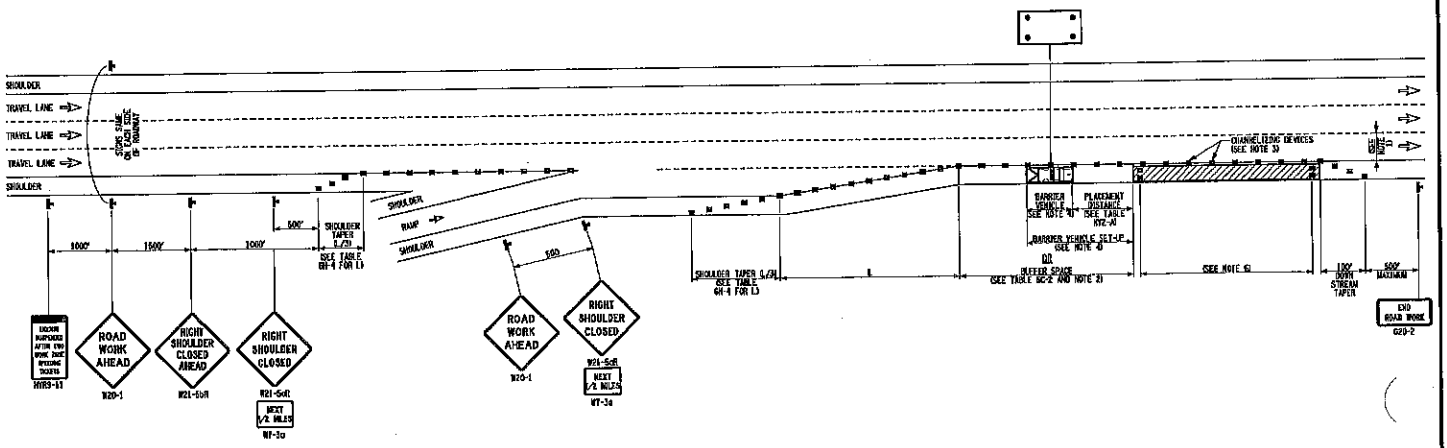


SHOULDER CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
EXPRESSWAY / FREEWAY / WITH APPROACH RAMP
(NOT TO SCALE)

NOTES:

1. WHEN THE MINIMUM LANE WIDTH OF 11' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM, STATIONARY SINGLE LANE CLOSURE NEAR ENTRANCE RAMP.
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
3. CHANNELIZING DEVICE SPACING CENTER TO CENTERS SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NV1-A AND NV2-A ON THE CD IN THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
5. THE "NEXT X MILE" SUPPLEMENTAL SIGN (W7-3a) IS REQUIRED WHEN THE SHOULDER IS CLOSED FOR A DISTANCE GREATER THAN 2 MILES.
6. TRANSVERSE DEVICES SHALL BE REQUIRED AS PER 619 STANDARD SPECIFICATIONS WHEN A PAVED SHOULDER HAVING A WIDTH OF 9' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1000'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SHOULDER CLOSURE
EXPRESSWAY / FREEWAY RAMP APPROACH

APPROVED SEPTEMBER 18, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

EFFECTIVE DATE: 01/09/09

CONTRACT NO.: H62163-143
PIN: 9701.07

619-23



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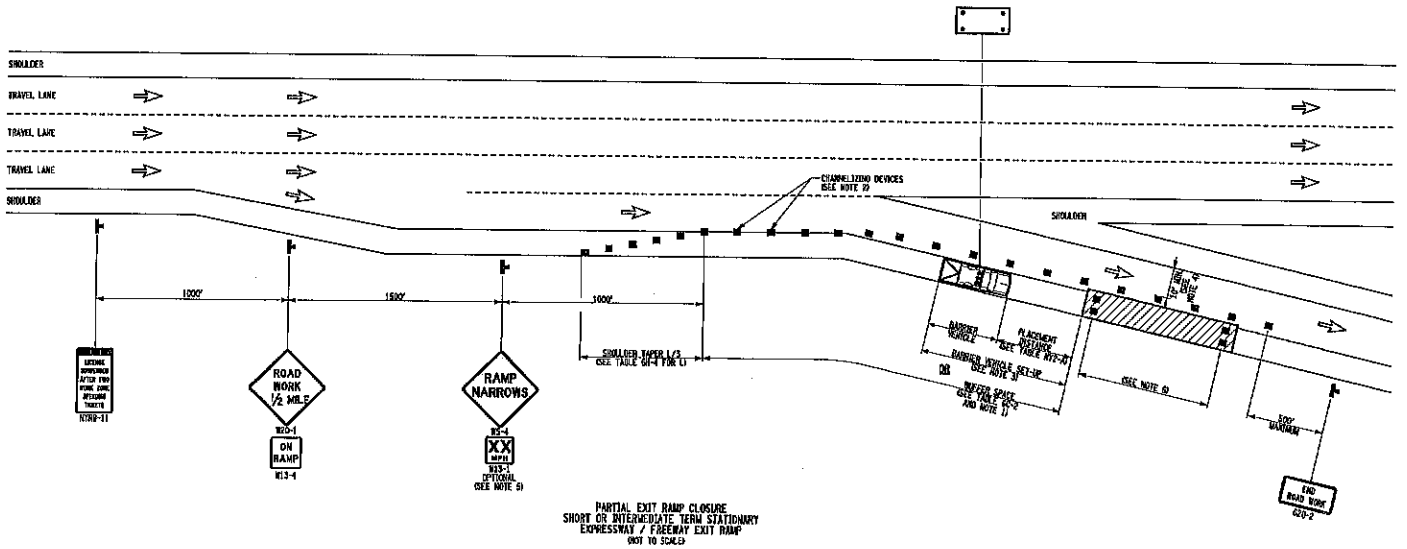


PARTIAL EXIT RAMP CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
EXPRESSWAY / FREEWAY EXIT RAMP
(NOT TO SCALE)

NOTES:

1. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT TO EXCEED 40' IN THE ACTIVE WORK SPACE.
3. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
4. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.
5. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-3) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION, I.E. NARROW LANES, RAMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS.
6. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PARTIAL EXIT RAMP CLOSURE
EXPRESSWAY / FREEWAY

APPROVED SEPTEMBER 15, 2009 | ISSUED UNDER EB 09-025
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

EFFECTIVE DATE: 01/07/10

619-24

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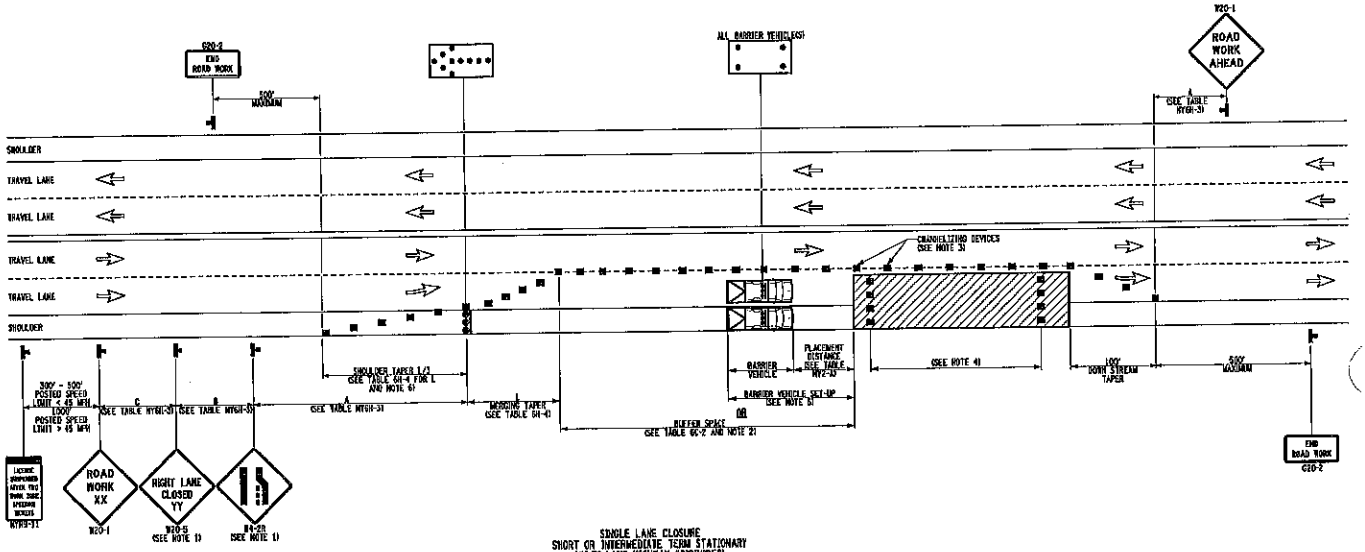


SINGLE LANE CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
MULTI LANE HIGHWAY (UNDIVIDED)
(NOT TO SCALE)

NOTES:

1. LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN W20-5R AND THE CORRESPONDING LANE ENDS SIGN W4-2L.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 6' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES WY1-A AND WY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. WHEN PAVED SHOULDERS HAVING A WIDTH OF 6' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SINGLE LANE CLOSURE
MULTI LANE HIGHWAY

APPROVED SEPTEMBER 16, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

619-30

CONTRACT NO.: H62153-143
PIN: 0764.67

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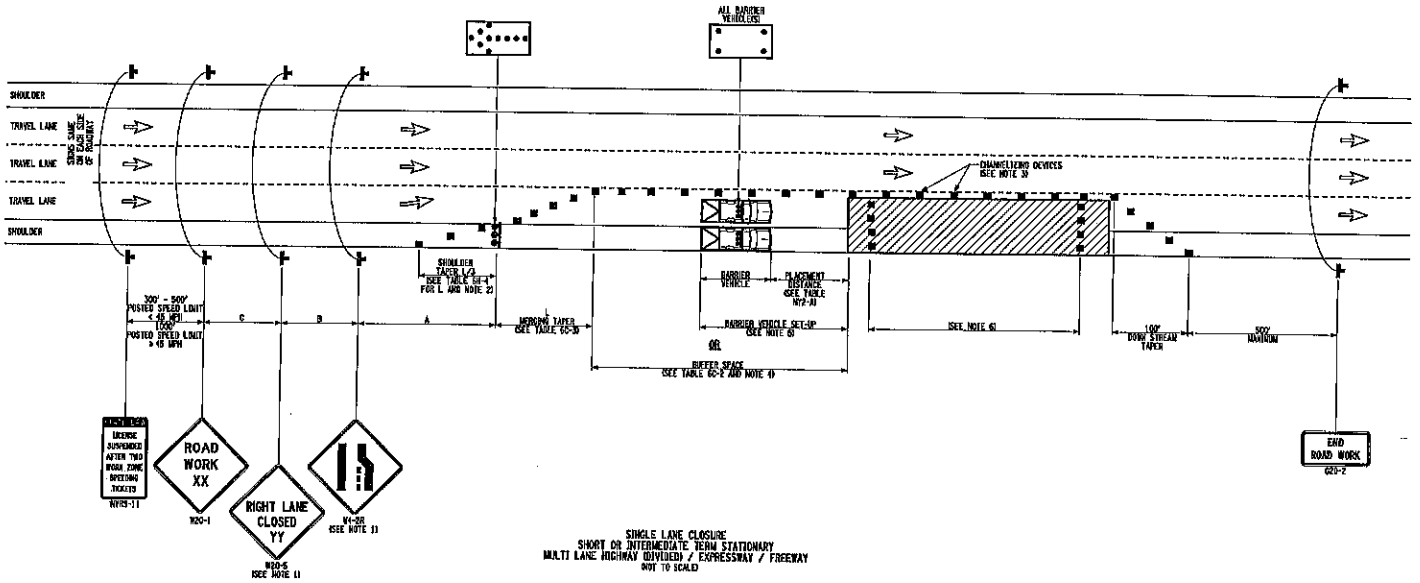


SINGLE LANE CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
MULTI LANE HIGHWAY DIVIDED / EXPRESSWAY / FREEWAY
NOT TO SCALE

NOTES:

1. LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN W20-5R AND THE CORRESPONDING LANE ENDS SIGN W4-2L).
2. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE ROADWAY OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. TRANSVERSE DEVICES SHALL BE REQUIRED AS PER OLD STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1000'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SINGLE LANE CLOSURE
MULTI LANE DIVIDED HIGHWAY

APPROVED SEPTEMBER 19, 2008
/S/ DAVID A. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

619-31

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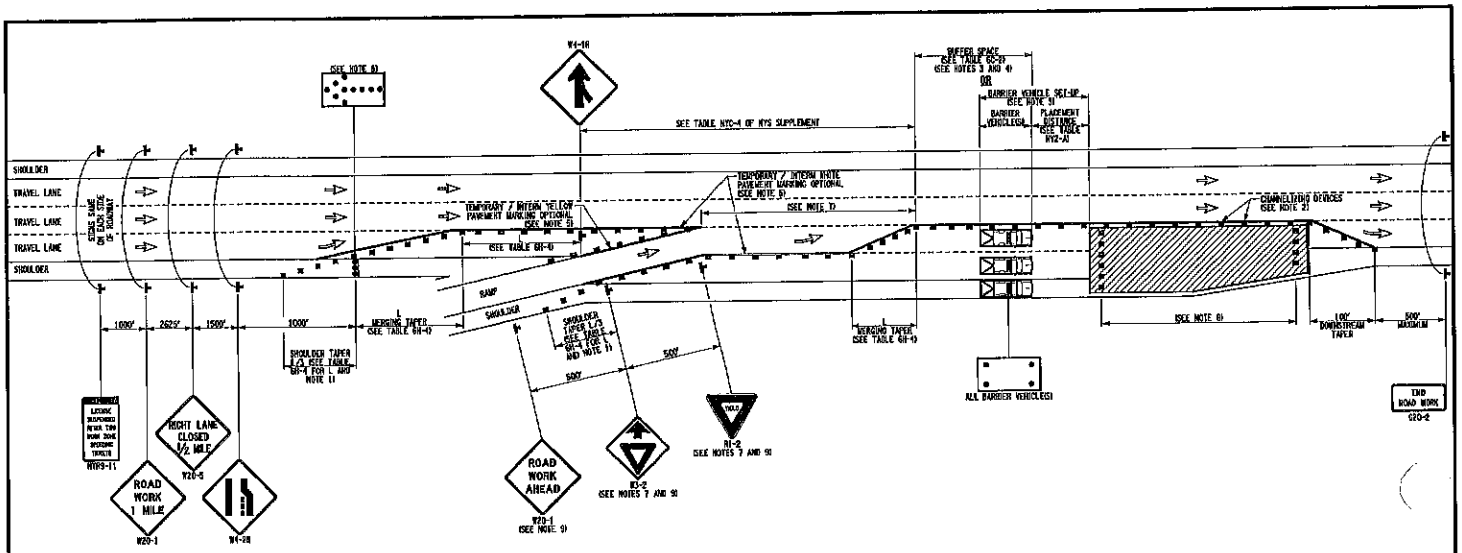
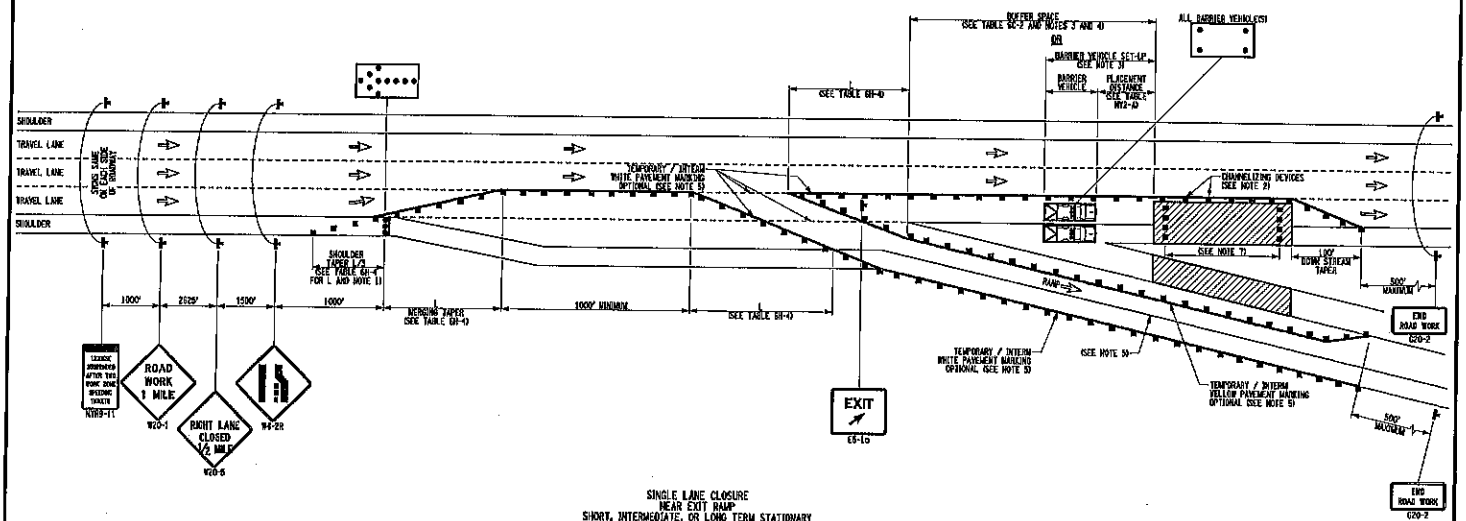

W4-1R
SEE NOTE 8)
BUFFER SPACE
SEE TABLE BC-33
(SEE NOTES 3 AND 4)
OR
BARRIER VEHICLE
SEE NOTE 5)
BARRIER VEHICLES
PLACEMENT DISTANCE
SEE TABLE
NY2-A1
SEE TABLE NYC-4 OF NYS SUPPLEMENT
SHOULDER
TRAVEL LANE
TRAVEL LANE
TRAVEL LANE
SHOULDER
STRIPE SAME AS RIGHT EDGE OF ROADWAY
TEMPORARY / INTERIM YELLOW PAVEMENT MARKING OPTIONAL SEE NOTE 9)
TEMPORARY / INTERIM WHITE PAVEMENT MARKING OPTIONAL SEE NOTE 9)
SEE NOTE 7)
CHANNELIZING DEVICES SEE NOTE 2)
SEE TABLE BH-10
RAMP
SHOULDER
SHOULDER TAPER L/3 SEE TABLE BH-4 FOR L AND NOTE 11
MERGING TAPER SEE TABLE BH-10
1000'
2625'
1500'
1000'
L
500'
500'
MERGING TAPER SEE TABLE BH-10
SEE NOTE 6)
100' DOWNSTREAM TAPER
500' MAXIMUM
ALL BARRIER VEHICLES
END ROAD WORK
G20-2
LEGEND
LEGEND
LEGEND




SINGLE LANE CLOSURE
NEAR EXIT RAMP
SHORT, INTERMEDIATE, OR LONG TERM STATIONARY
EXPRESSWAY / FREEWAY
(NOT TO SCALE)

NOTES:

1. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
4. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
5. FOR LONG DURATION LANE CLOSURES, TEMPORARY / INTERIM PAVEMENT MARKINGS SHALL BE USED IN ACCORDANCE TO THE CONTRACT DOCUMENTS. ANY EXISTING PAVEMENT MARKINGS THAT ARE CONFLICTING OR MISLEADING SHALL BE REMOVED OR COVERED.
6. IF WORK ACTIVITY PERMITS, A MOVABLE BARRIER MAY BE USED AND RELOCATED TO THE SHOULDER.
7. DURING NON WORK PERIODS OR AS PEAK PERIOD VEHICULAR TRAFFIC CONDITIONS EXIST, WHEN MOVABLE BARRIER IS USED, THE TEMPORARY / INTERIM WHITE PAVEMENT MARKINGS SHALL NOT BE USED. DURING THE PERIOD WHEN THE RIGHT LANE IS OPENED, THE SIGN LEGENDS AND CHANNELIZATION SHALL BE CHANGED TO INDICATE THAT ONLY THE SHOULDER IS CLOSED AS SHOWN IN THE DETAIL "SHOULDER CLOSURE - LONG TERM STATIONARY - EXPRESSWAY / FREEWAY" ON THE STANDARD SHEET TITLED "SHOULDER CLOSURE EXPRESSWAY - FREEWAY". IN ADDITION, THE ARROW PANEL SHALL BE PLACED AT THE END OF THE SHOULDER TAPER AND SHALL DISPLAY IN THE CAUTION MODE.
8. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SINGLE LANE CLOSURE NEAR EXIT RAMP
EXPRESSWAY / FREEWAY

APPROVED SEPTEMBER 15, 2009
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 09-025

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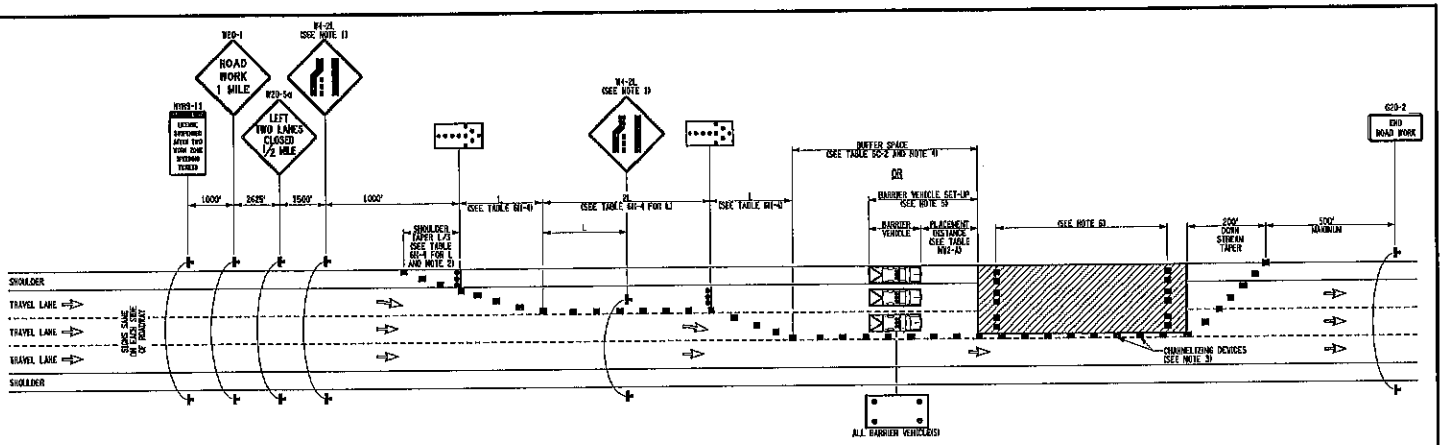
619-34

CONTRACT NO.: H62163-14G
PIN: 0704.07


NCDPW PAEMENT MARKING
IMPROVEMENTS PHASE 44

PAGE 565 OF 672




DOUBLE LANE CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
FREEWAY / EXPRESSWAY
NOT TO SCALE

NOTES:

1. RIGHT LANE CLOSURES ARE SYMMETRICAL TO LEFT LANE CLOSURES. SUBSTITUTE RIGHT TWO LANES CLOSED 1/2 MILE SIGN (W20-5d) AND THE CORRESPONDING LANE ENDS SIGN (W4-2R).
2. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NH1-A AND NH2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

DOUBLE LANE CLOSURE
EXPRESSWAY / FREEWAY

APPROVED SEPTEMBER 18, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

619-40

CONTRACT NO.: H62153-TAC
PIN: 0701.67

EFFECTIVE DATE: 01/09/09

NCDPW PAVEMENT MARKING IMPROVEMENTS PHASE 11



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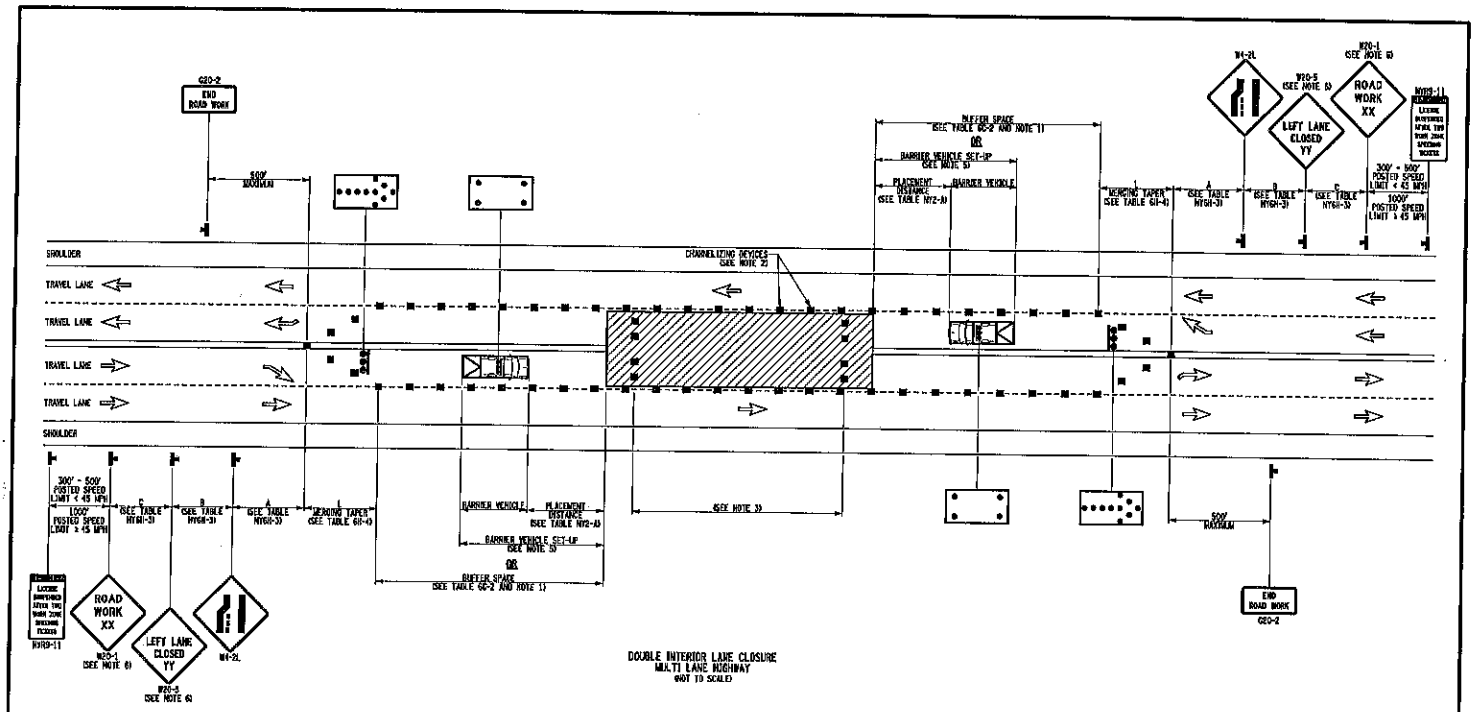
USER = jmurray




DOUBLE INTERIOR LANE CLOSURE
MULTI LANE HIGHWAY
NOT TO SCALE

NOTES:

1. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 615 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
4. FOR LONG DURATION LANE CLOSURES, TEMPORARY PAVEMENT MARKINGS SHALL BE USED IN ACCORDANCE TO THE CONTRACT DOCUMENTS. ANY EXISTING PAVEMENT MARKINGS THAT ARE CONFLICTING OR MISLEADING SHALL BE REMOVED OR COVERED.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES WY1-A AND WY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. FOR LOW SPEED, LOW VOLUME URBAN STREETS, THE LEFT LANE CLOSED XXX FT. SIGN (W20-5) CAN BE OMITTED AND THE ROAD WORK AHEAD SIGN (W20-1) RELOCATED TO THAT LOCATION.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

DOUBLE INTERIOR LANE CLOSURE
MULTI LANE HIGHWAY

APPROVED SEPTEMBER 18, 2009
/S/ DAVID J. CLEMENTS, PE.
DIRECTOR, OFFICE OF CONSTRUCTION & TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

619-41

CONTRACT NO.: H62153-TAG
PIN: 0764.67

EFFECTIVE DATE: 01/08/09



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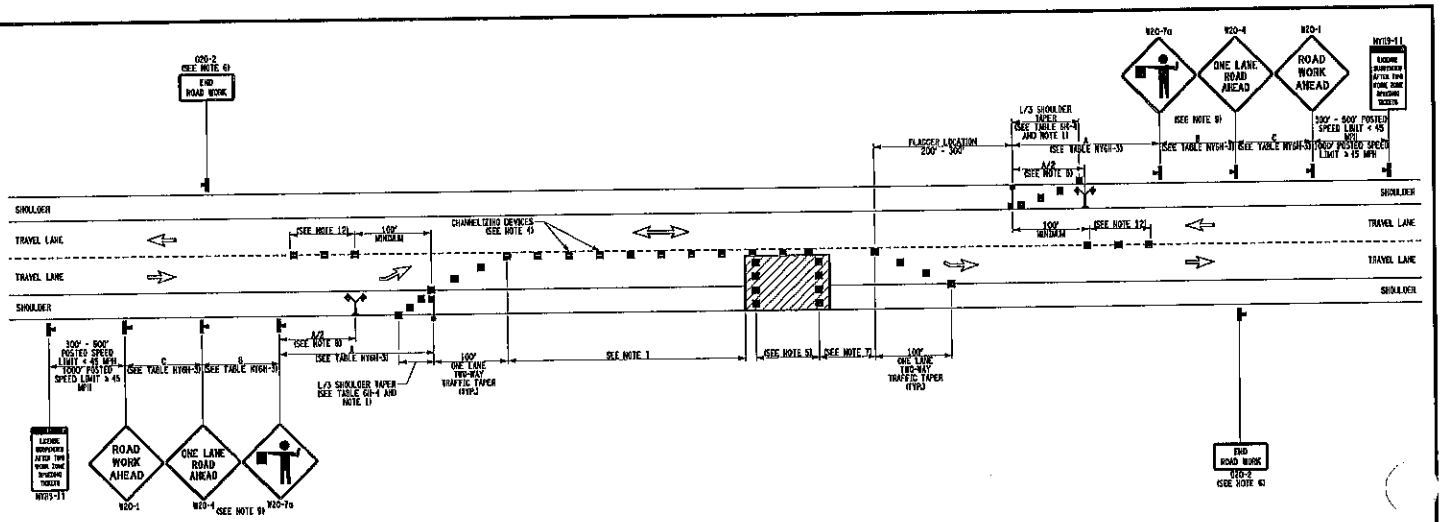


FLAGGING OPERATION
SHORT OR INTERMEDIATE TERM STATIONARY
LANE CLOSURE ON 2-LANE 2-WAY ROADWAY
(NOT TO SCALE)

NOTES:

1. WHEN PAVED SHOULDERS HAVING A WIDTH OF 5' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICE SPACING SHOWN IS CENTERED SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
5. TRANSVERSE DEVICES SHALL BE DELINEATED AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1000'.
6. THE END ROAD WORK SIGN (G26-2) SHALL BE PLACED A MAXIMUM OF 500' PAST THE END OF THE WORK SPACE.
7. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
8. ONE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY ½ THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
9. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
10. FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
11. ALL FLAGGERS SHALL USE 24" DIAM OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF.
12. CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

FLAGGING OPERATION
2-LANE 2-WAY ROADWAY

APPROVED SEPTEMBER 15, 2009
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF ENGINEERING
TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 09-025

619-60

EFFECTIVE DATE: 01/07/10



NCDPW PAEMENT MARKING
IMPROVEMENTS PHASE II

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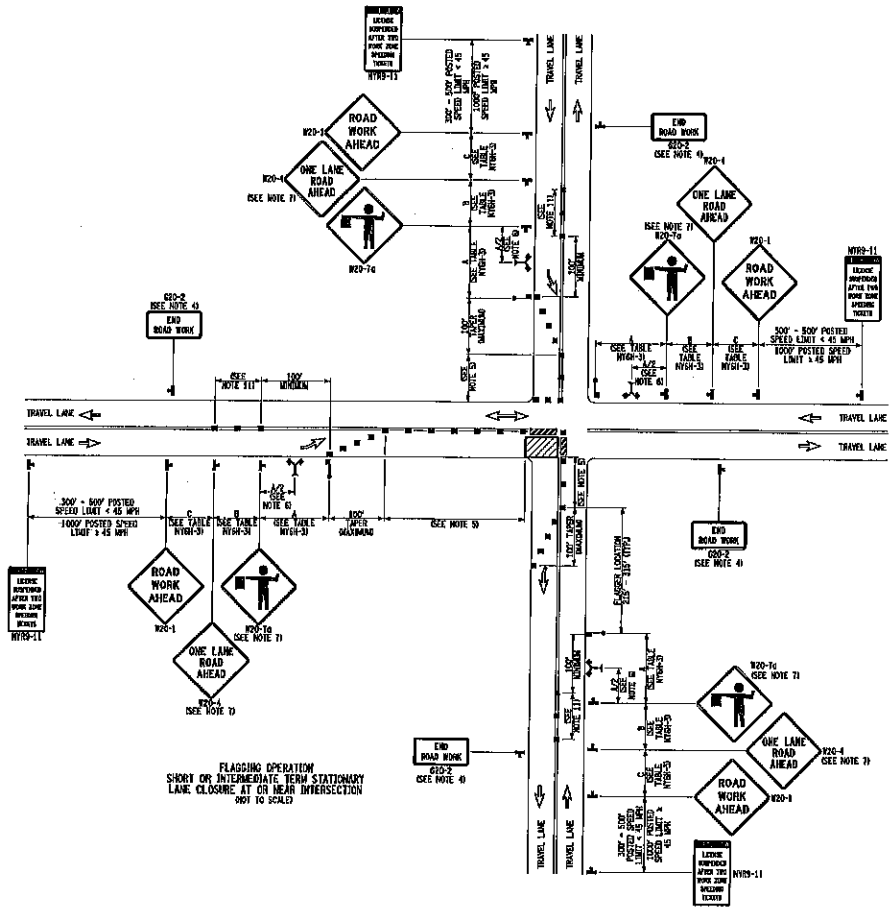
USER = JWH




FLAGGING OPERATION
SHORT OR INTERMEDIATE TERM STATIONARY
LANE CLOSURE AT OR NEAR INTERSECTION
NOT TO SCALE

NOTES:

1. AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
2. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. THE END ROAD WORK SIGN (G20-2) SHALL BE PLACED A MAXIMUM OF 500' PAST THE END OF THE WORK SPACE.
5. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER FROM TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
6. THE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY ½ THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
7. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED, OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
8. FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
9. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6" STAFF.
10. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
11. CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
12. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
13. FOR PEDESTRIAN DETOUR ACCOMMODATIONS REFER TO THE STANDARD SHEETS TITLED "SIDEWALK DETOUR OR DIVERSION" AND "CROSSWALK CLOSURE AND PEDESTRIAN DETOUR".

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

FLAGGING OPERATION
2-LANE 2-WAY ROADWAY INTERSECTION

APPROVED SEPTEMBER 16, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

EFFECTIVE DATE: 01/08/09

CONTRACT NO.: H62153-14G3
PIN: 375-67

613-61

NCDPW PAVEMENT MARKING IMPROVEMENTS PHASE 11



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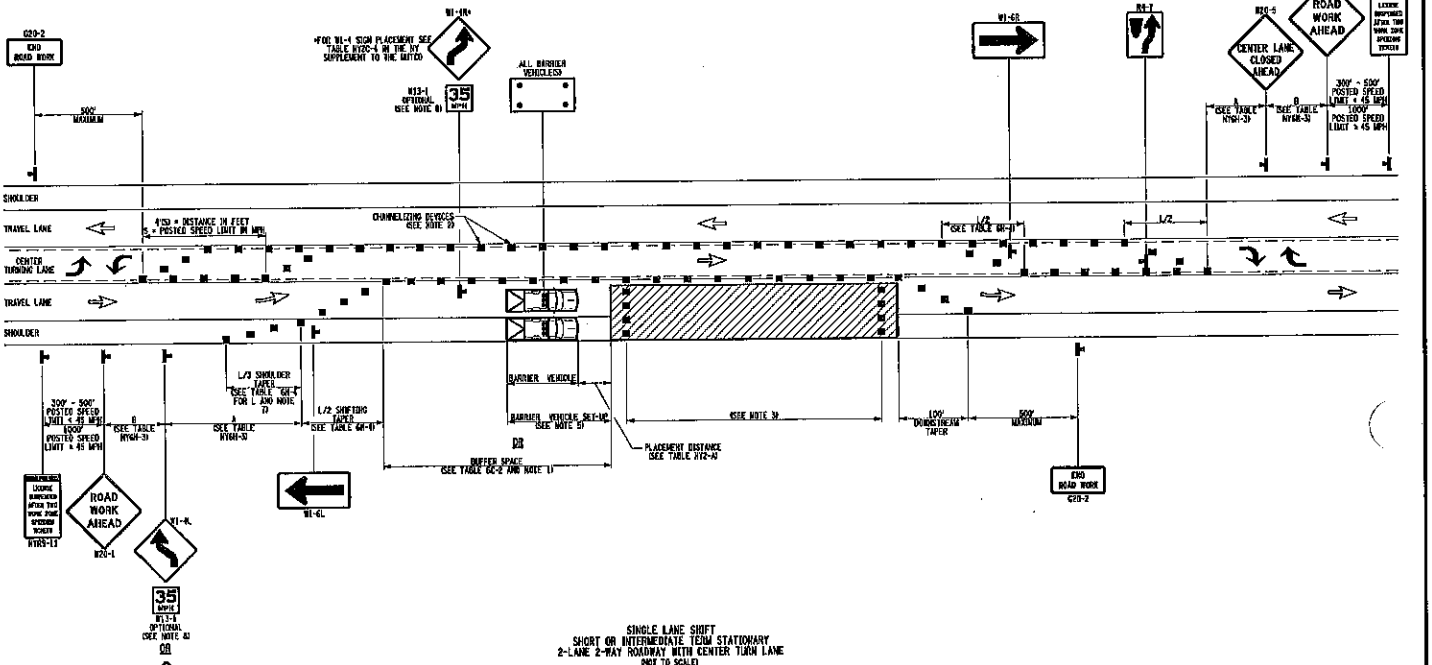


SINGLE LANE SHIFT
SHORT OR INTERMEDIATE TERM STATIONARY
2-LANE 2-WAY ROADWAY WITH CENTER TURN LANE
(NOT TO SCALE)

NOTES:

1. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
4. FOR LONG DURATION LANE CLOSURES, TEMPORARY PAVEMENT MARKINGS SHALL BE USED IN ACCORDANCE TO THE CONTRACT DOCUMENTS. ANY EXISTING PAVEMENT MARKINGS THAT ARE CONFLICTING OR MISLEADING SHALL BE REMOVED OR COVERED.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES HY1-A AND HY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE SET OF REVERSE CURVE SIGNS SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SET SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600' THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.
7. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK SPACE AND TO DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVELED WAY.
8. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION, IE, NARROW LANES, RAMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT DISTANCE.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

SINGLE LANE SHIFT
2-LANE 2-WAY ROADWAY WITH CENTER TURN LANE

APPROVED SEPTEMBER 10, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

CONTRACT NO.: H621B3-T43
PIN: 8761.67

619-63

EFFECTIVE DATE: 01/08/09

NODPW PAEMENT MARKING IMPROVEMENTS PHASE 11

PAGE 570 OF 572

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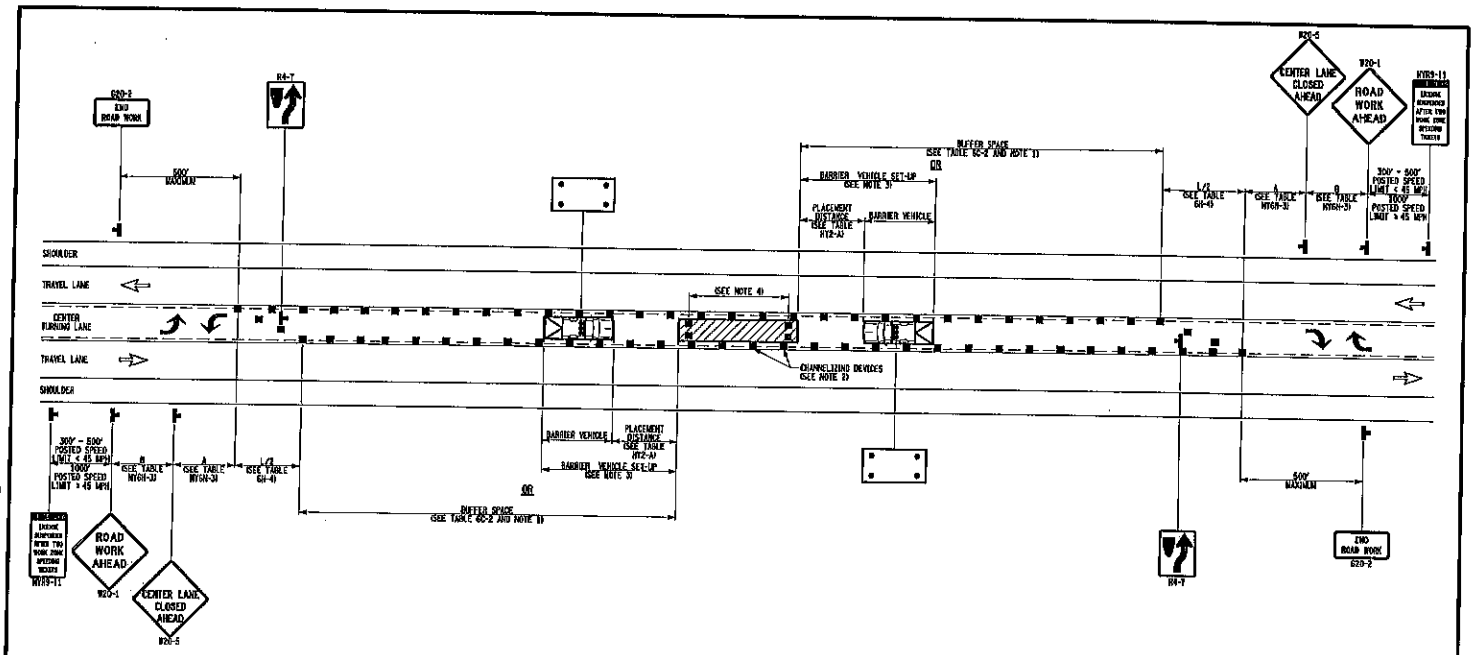


CENTER TURN LANE CLOSURE
SHORT OR INTERMEDIATE TERM STATIONARY
2-LANE 2-WAY WITH CENTER TURN LANE
NOT TO SCALE

NOTES:

1. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLES NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
4. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.

NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

CENTER TURN LANE CLOSURE
2-LANE 2-WAY ROADWAY WITH
CENTER TURN LANE

APPROVED SEPTEMBER 19, 2008
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 08-036

619-64

CONTRACT NO.: H62163-14C
PIN: 0761.67

EFFECTIVE DATE: 01/08/09



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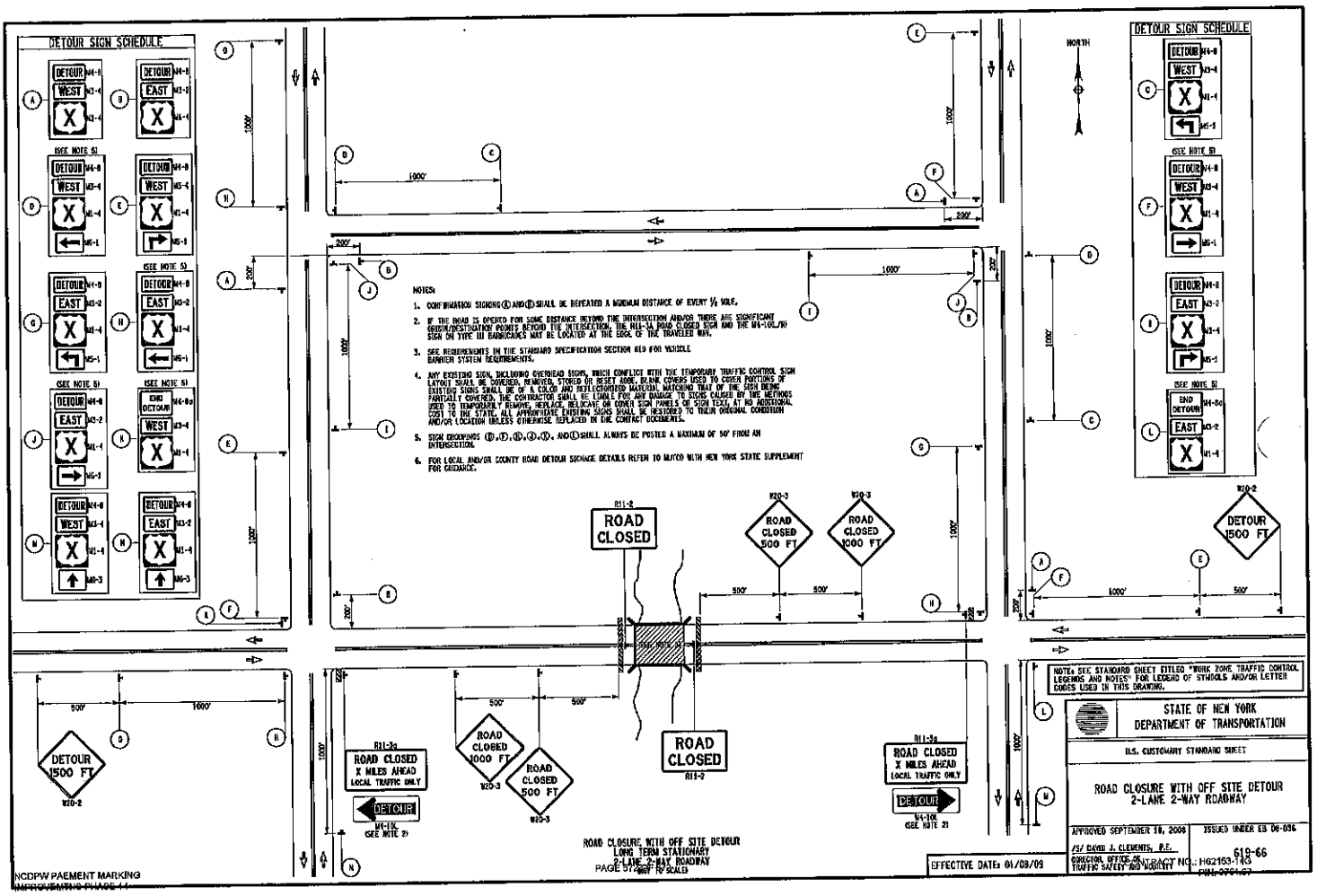
DETOUR SIGN SCHEDULE
DETOUR
WEST
EAST
END DETOUR
(SEE NOTE 5)
NORTH
ROAD CLOSED
ROAD CLOSED 500 FT
ROAD CLOSED 1000 FT
DETOUR 1500 FT
ROAD CLOSED X MILES AHEAD LOCAL TRAFFIC ONLY
DETOUR
(SEE NOTE 2)
1000'
500'
200'
NOTES:
1. CONFIRMATION SIGNING (A) AND (B) SHALL BE REPEATED A MINIMUM DISTANCE OF EVERY ½ MILE.
2. IF THE ROAD IS OPENED FOR SOME DISTANCE BEYOND THE INTERSECTION AND/OR THERE ARE SIGNIFICANT ORIGIN/DESTINATION POINTS BEYOND THE INTERSECTION, THE R11-3A ROAD CLOSED SIGN AND THE M4-10L/R SIGN ON TYPE III BARRICADES MAY BE LOCATED AT THE EDGE OF THE TRAVELED WAY.
3. SEE REQUIREMENTS IN THE STANDARD SPECIFICATION SECTION 619 FOR VEHICLE BARRIER SYSTEM REQUIREMENTS.
4. ANY EXISTING SIGN, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET ADDE. BLANK COVERS USED TO COVER PORTIONS OF EXISTING SIGNS SHALL BE OF A COLOR AND REFLECTORIZED MATERIAL MATCHING THAT OF THE SIGN BEING PARTIALLY COVERED. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO SIGNS CAUSED BY THE METHODS USED TO TEMPORARILY REMOVE, REPLACE, RELOCATE OR COVER SIGN PANELS OR SIGN TEXT, AT NO ADDITIONAL COST TO THE STATE. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THE CONTACT DOCUMENTS.
5. SIGN GROUPINGS (D), (F), (H), (J), (K), AND (L) SHALL ALWAYS BE POSTED A MAXIMUM OF 50' FROM AN INTERSECTION.
6. FOR LOCAL AND/OR COUNTY ROAD DETOUR SIGNAGE DETAILS REFER TO MUTCD WITH NEW YORK STATE SUPPLEMENT FOR GUIDANCE.
NOTE: SEE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES" FOR LEGEND OF SYMBOLS AND/OR LETTER CODES USED IN THIS DRAWING.
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
U.S. CUSTOMARY STANDARD SHEET
ROAD CLOSURE WITH OFF SITE DETOUR
2-LANE 2-WAY ROADWAY
APPROVED SEPTEMBER 18, 2008
ISSUED UNDER EB 08-036
/S/ DAVID J. CLEMENTS, P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY
619-66
EFFECTIVE DATE: 01/08/09
ROAD CLOSURE WITH OFF SITE DETOUR
LONG TERM STATIONARY
2-LANE 2-WAY ROADWAY
NCDPW PAEMENT MARKING
IMPROVEMENTS PHASE 11

162-26

BRUCE BLAKEMAN
County Executive

NASSAU COUNTY
New York

# Staff Summary 2026

| | |
|---|---|
| **Date:** 06/11/2026 | **Legislation Type:** Resolution |
| **Dept:** County Executive | **Subject:** Appointment Resolution to confirm the County Executive's appointment of The Very Rev. Canon Michael T. Sniffen to the Commission on Human Rights |
| **Dept Head:** Bruce Blakeman | |
| **Dept Contact:** Chris Leimone | |
| **Dept Head Signature:** | |

## Internal Approvals

| | | | |
|---|---|---|---|
| **County Executive/Deputy:** | | **County Attorney:** | KH |
| **Budget:** | | **Legislative Affairs:** | CGL |

**Purpose:**

This resolution appoints The Very Rev. Canon Michael T. Sniffen, Ph.D. to the Commission on Human Rights to replace current holdover Rev. Iwy Patel Yatri for a term ending June 30, 2028.

**Discussion:**

Legislative confirmation is required by Charter § 203 and Nassau County Administrative Code § 21-9.1.

**Impact on Funding:**

None.

**Recommendation:**

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 12 P 1:53

# County of Nassau
# Inter-Departmental Memo

**To:** **Clerk of the County Legislature**

**From:** **County Attorney**

**Date:** **June 11, 2026**

**Subject:** **RESOLUTION - ORIG. DEPT. – County Executive**

A RESOLUTION to confirm the County Executive's appointment of The Very Rev. Canon Michael T. Sniffen, Ph.D. to the Nassau County Commission on Human Rights.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

THOMAS A. ADAMS
County Attorney

By: Kevin Hardiman
Deputy County Attorney

Attachments

**RESOLUTION NO. – 2026**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE VERY REV. CANON MICHAEL T. SNIFFEN, PH.D. TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, the Honorable Bruce A. Blakeman, County Executive, has transmitted to this Legislature written notification of the appointment of The Very Rev. Canon Michael T. Sniffen, Ph.D. to the Nassau County Commission on Human Rights to replace current holdover Rev. Iwy Patel Yatri for a term ending June 30, 2028, pursuant to section 203 of the Nassau County Charter, section 21-9.1 of the Nassau County Administrative Code, and section 239-o of the New York General Municipal Law; and

WHEREAS, such appointment is subject to confirmation by this Legislature; now therefore, be it

RESOLVED, the appointment of The Very Rev. Canon Michael T. Sniffen, Ph.D. to the Nassau County Commission on Human Rights to replace current holdover Rev. Iwy Patel Yatri for a term ending June 30, 2028, be, and the same is hereby confirmed, effective immediately; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this appointment is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

**BRUCE A. BLAKEMAN**
**County Executive**

**COUNTY OF NASSAU**
**OFFICE OF THE NASSAU COUNTY EXECUTIVE**
**1550 Franklin Avenue**
**Mineola, New York 11501**

**APPOINTMENT BY THE COUNTY EXECUTIVE SUBJECT TO CONFIRMATION BY THE LEGISLATURE**

June 11, 2026

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

HONORABLE LEGISLATORS:

PLEASE BE ADVISED, I hereby appoint The Very Rev. Canon Michael T. Sniffen, Ph.D. to the Nassau County Commission on Human Rights to replace current holdover Rev. Iwy Patel Yatri for a term ending June 30, 2028, pursuant to section 203 of the Nassau County Charter, section 21-9.1 of the Nassau County Administrative Code, and section 239-o of the New York General Municipal Law, effective immediately upon confirmation by the Nassau County Legislature. The Very Rev. Canon Michael T. Sniffen's resume is attached for your consideration. Confirmation of this appointment by the County Legislature is hereby respectfully requested.

Very truly yours,

Bruce A. Blakeman
County Executive
Nassau County

ARTHUR T. WALSH
Chief Deputy County Executive

Attachments

# The Very Rev. Canon Michael T. Sniffen, PhD

***Pastor, Priest, Teacher, Vowed Member of the Community of the Incarnation***

## EDUCATION

- Ph.D., Drew Theological School, Homiletics/Liturgical Studies (2019)
- M.Phil., Drew Theological School, Comprehensive Exams: Cranmer, Medieval Liturgy, Ritual Theory, Formation and Ordination in the Anglican Tradition (2015)
  Language Proficiencies for Academic Translation: French, Latin
- M.Div., Drew Theological School, Magna Cum Laude (2005)
- B.A., West Virginia Wesleyan College, Magna Cum Laude (2002)
  Major: Religious Studies; Minors: Greek, Vocal Performance
- Course of Study, New College, Oxford University, UK (2000–2001)
  Tutorials: Anglican Reformations, Greek Exegesis
- Regents Diploma, Locust Valley High School, Long Island, NY (1998)

## SELECTED CHURCH GOVERNANCE AND LEADERSHIP

- President, Board of Directors, Center for Spiritual Imagination (2024-Present)
- Vice President, Board of Directors, Mercer School of Theology (2024-Present)
- Dean, Cathedral Chapter, Long Island (2015-Present)
- Trustee, Stewart Historic Buildings Fund (2015-Present)
- Trustee, Cornelia Clinch Stewart Scholarship Fund (2015-Present)
- Diocesan Covid-19 Response Task Force, Long Island (2020-2022)
- Co-Founder, Community of the Incarnation (2021)
- Co-Founder, Center for Spiritual Imagination (2020)
- Diocesan Title IV Intake Officer, Long Island (2017)
- Diocesan Racial Justice and Reconciliation Commission, Long Island (2017)
- Vice President, Board of Directors, Camp DeWolfe (2013-2016)
- Diocesan Commission for Strategic Visioning, Long Island (2012-2013)
- Vice President, Board of Directors, Episcopal Response to AIDS (2009-2015)
- Liturgist, Integrity Convention Eucharist, General Convention (2009-2015)
- Bishop's Consecration Planning Committee, Diocese of Newark (2007)
- Christian Formation Commission, Diocese of Newark (2006)
- Commission on Liturgy, Diocese of Newark (2005-2006)

## PASTORAL MINISTRY POSITIONS

- Dean of Vowed Members, Community of the Incarnation (2023-Present)
- Dean, Cathedral of the Incarnation, Long Island (2015-Present)
- Priest-in-Charge (concurrent), Christ Church, Garden City (2018-Present)
- Dean, Central Nassau Deanery, Long Island (2015-Present)
- PIC then Rector, The Church of St. Luke and St. Matthew, Brooklyn (2010-2015)
- Priest-in-Charge (concurrent), Church of The Redeemer, Brooklyn (2012-2014)
- Assistant Rector, St. John's of Lattingtown, Locust Valley, NY (2007-2010)
- Assistant to the Rector, St. Peter's, Essex Fells, NJ (2006-2007)
- Director of Youth and Young Adult Ministry, St. Peter's Mountain Lakes, NJ (2005-2006)

# The Very Rev. Canon Michael T. Sniffen, PhD

## NONPROFIT BOARD LEADERSHIP AND AFFILIATIONS

- Member, Marines' Memorial Foundation, San Francisco, CA (2024-Present)
- Chaplain of the Fleet, Trustee, Seawanhaka Corinthian YC (2013-2015) (2021-Present)
- Director, Operation Democracy, Locust Valley, NY/ Sainte-Mère-Église FRA (2014-2024)
- Board of Directors, RotaCare Incorporated, Hempstead, New York (2020-2023)
- Board of Directors, Garden City Foundation, New York (2017-2023)
- Racial Justice Advisory Council, Brooklyn Community Foundation (2014-2020)
- Brooklyn Borough President's Council on Faith Based Partnerships (2014-2016)
- Nursing Advisory Council, St. Joseph's College, Brooklyn, NY (2013-2015)
- CPE Supervisor Search Committee, Overlook Hospital, Summit, NJ (2006)

## CHAPLAINCY EXPERIENCE

- Command Chaplain, Empire Battalion, 4th Marine Division, USMC, Brooklyn, NY (2024-Present)
- Chaplain, Marine Corps Integrated Training Exercise, 29 Palms, CA (2025)
- Chaplain, Marine Corps Mountain Warfare Training Center, Bridgeport, CA (2023)
- Tactical Chaplain, 6th Communications Battalion, USMC, Brooklyn, NY (2022-2024)
- Chaplain, Adelphi University, Garden City, NY (2016-2022)
- Chaplain, 70th and 75th Anniversaries of D-Day, Normandy, FRA (2014, 2019)
- Chaplain to Integrity USA, General Convention of the Episcopal Church (2009-2015)
- Lambeth Conference Steward, Canterbury/London, UK (2008)

## SELECTED ACADEMIC LEADERSHIP/TEACHING EXPERIENCE

- Clergy Conference Keynote, Preacher, and Retreat Leader, "Spiritual Imagination in the Anglican Tradition," Diocese of Belize, CPWI (2025)
- Clergy Conference Keynote, Preacher and Retreat Leader, "Transformational Preaching," Diocese of Albany (2024)
- Founder and First Dean, Cathedral College, Garden City, NY (2024)
- Adjunct Professor of Preaching, Codrington College, Barbados, CPWI (2024-present)
- Keynote Lecturer, "The Spirituality of the City," St. Michael's Centre for Faith and Action, Bridgetown, Barbados, CPWI (2023)
- Member, American Academy of Religion (2022-Present)
- Speaker, "Integral Justice in a Global Era of Economic Polarization and Ecological Collapse," Parliament of World Religions, Toronto, CAN (2018)
- Tipple-Vosburgh Lecturer, "Faith, Science, and the Church's Voice," Madison, NJ (2014)
- Adjunct Professor of Worship/Preaching, Drew University (2013, 2015, 2019-present)
- Teaching Assistant to the Rev. Dr. Gary Simpson, Homiletics, Drew University, NJ (2008-2011)
- Visiting Member, Academy of Homiletics (2010-2016)
- Visiting Member, North American Academy of Liturgy, Eucharistic Working Group (2008-2012)
- Guest Lecturer in Emergent Worship, The General Seminary, NY (2008)
- Guest Lecturer in Liturgy and Improvisation, Union Theological Seminary, NY (2008)
- Adjunct Professor, "Prayer, God and the Body," Drew University, NJ (2008)
- Convener, Liturgical Studies, Graduate Division of Religion, Drew University, NJ (2007-2008)
- Fellow, Episcopal Preaching Excellence Program, Villanova, PA (2005)

# The Very Rev. Canon Michael T. Sniffen, PhD

- Vice President, Theological Student Association, Drew Theological School (2004-2005)
- Founding Member, Diversity Training Committee, Drew University (2004-2005)
- University Senator, Drew University (2003-2005)
- Admissions Director Search Committee, Drew Theological School (2003)
- Admissions Committee, Drew Theological School (2003-2004)
- Treasurer, Drew Community for Social Justice, Drew University (2003-2004)

## SELECTED COMMUNITY AND ACADEMIC HONORS

- Honorary Canon, Cathedral of the Incarnation, Long Island (2024)
- Candidate, Bishop for Armed Forces and Federal Ministries, the Episcopal Church (2023)
- Frederick Buechner Award for Excellence in Preaching (2019)
- Community Service Leadership Award, Garden City Chamber of Commerce (2017)
- Commendation for Community Service, Nassau County Executive (2015)
- Commendation for Faith Leadership, New York City Public Advocate (2015)
- Commendation for Disaster Relief, New York City Council (2015)
- Tribute by Congressman Edolphus Towns, United States House of Representatives (2012)
- Full Doctoral Fellowship, Graduate Division of Religion, Drew University (2007-2014)
- Henry Luce Fellowship, Center for Christianity in Global Contexts (2010-2011)
- Deans Scholar, St. George's College, Jerusalem (2007)
- John Heston Willey Prize for Excellence in Pulpit Oratory and Manner (2005)
- David H.C. Read Preacher-Scholar Award Nominee (2005)
- McDaniel Delaplaine Leadership Scholarship (2004-2005)
- Myers Award for Excellence in Preaching (2004-2005)

## MILITARY HONORS AND CERTIFICATIONS

- Lieutenant Commander Select (2025)
- Navy and Marine Corps Achievement Medal (2024)
- Professional Naval Chaplaincy Certification (2023)
- Marine Corps Certificate of Commendation (2023)
- Outstanding Voluntary Service Medal (2022)
- National Defense Service Medal (2022)
- Global War on Terrorism Service Medal (2022)
- Officer Development School Graduate (2022)

# The Very Rev. Canon Michael T. Sniffen, PhD

## BIO

The Very Reverend Dr. Michael T. Sniffen serves as Dean of Long Island, leading both the Cathedral of the Incarnation and the Mercer School of Theology in Garden City, New York. He is a vowed member of the Community of the Incarnation and serves in the United States Navy as Command Chaplain of the Empire Battalion, 4th Marine Division, U.S. Marine Corps.

Ordained in 2007, Dean Sniffen has served congregations in New Jersey and New York, most recently in Brooklyn and Garden City. He holds a B.A., Magna Cum Laude, from West Virginia Wesleyan College, and M.Phil., M.Div., and Ph.D. degrees from Drew University.

Dean Sniffen's ministry has been recognized by Congress, the City of New York, and Nassau County for its impact on the public good. While Rector of St. Luke and St. Matthew in Brooklyn, he coordinated a major disaster relief effort following Hurricane Sandy, mobilizing thousands of college students and residents to serve neighbors in need. The Department of Homeland Security recognized the initiative as one of the most effective grassroots relief efforts in U.S. history. He has appeared on NBC, CBS, PBS, and FOX News, speaking about the power of faith and community organizing in response to climate disasters.

His leadership has been honored with awards in pulpit oratory and manner, community achievement, pastoral leadership, and innovative ministry. A steward of the 2008 Lambeth Conference in London and Canterbury, he has also been recognized with a Luce Fellowship at the Center for Christianity in Global Contexts. In 2022, he received the Military Outstanding Volunteer Service Medal for his work during the COVID-19 pandemic.

Dean Sniffen has served on numerous boards and commissions including the Garden City Foundation, the Racial Justice Advisory Council of the Brooklyn Community Foundation, and the Brooklyn Borough President's Council on Faith-Based Partnerships. A sought-after speaker and preacher, he regularly addresses religion and spiritual development as integral aspects of the human experience.

Since 2015, Dean Sniffen has led a visionary expansion of cathedral ministry on Long Island including the renovation, restoration, and acquisition of numerous historic buildings. He has initiated new community ministry partnerships in the Nassau County Correctional Center, on the campus of Adelphi University, and on the streets of Hempstead. He co-founded the Center for Spiritual Imagination, now a leading voice in the contemplative Christian movement. In his academic work, he teaches preaching as a transformational, embodied practice. He is currently teaching an advanced seminar entitled *"Preaching in a Divisive Age"* in which he guides seminarians through an exploration of the relationship between Christian contemplation and spiritual resilience in the life of the preacher.

Avid sailors and runners, Dean Sniffen and his wife, Joanna, live on the Cathedral Close in Garden City with their two Whippets, Huck and Burleigh.

163-26

BRUCE A. BLAKEMAN
County Executive

NASSAU COUNTY
New York

# Staff Summary 2026

| | |
|---|---|
| **Date:** 06/12/2026 | **Legislation Type:** Resolution |
| **Dept:** County Executive | **Subject:** Appointment - Samantha Seter - Planning Commission |
| **Dept Head:** Bruce Blakeman | |
| **Dept Contact:** Arthur Walsh | |
| **Dept Head Signature:** | |

## Internal Approvals

| | | | |
|---|---|---|---|
| **County Executive/Deputy:** | | **County Attorney:** | KGH |
| **Budget:** | | **Legislative Affairs:** | CGL |

**Purpose:**

Legislative confirmation of the appointment of Samantha Seter to the Planning Commission.

**Discussion:**

Legislative confirmation is required by sections 203 and 1601 of the Charter.

**Impact on Funding:**

None

**Recommendation:**

Approve as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUN 12 P 4:51

**BRUCE A. BLAKEMAN**
**County Executive**

**THOMAS A. ADAMS**
**County Attorney**

# County of Nassau
# Inter-Departmental Memo

**To:** **Clerk of the County Legislature**

**From:** **County Attorney**

**Date:** **June 12, 2026**

**Subject:** **RESOLUTION – Orig. Dept. – County Executive**

A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE'S APPOINTMENT OF SAMANTHA E. SETER TO THE NASSAU COUNTY PLANNING COMMISSION.

The above-described document attached hereto is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon their calendar.

THOMAS A. ADAMS
County Attorney

By: Kevin Hardiman
Deputy County Attorney
Legal Counsel Bureau

Attachments

**RESOLUTION NO. – 2026**

A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE'S APPOINTMENT OF SAMANTHA E. SETER TO THE NASSAU COUNTY PLANNING COMMISSION.

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, the Honorable Bruce Blakeman, County Executive, has transmitted to this Legislature written notification of the appointment of Samantha E. Seter to replace Denise Gold on the Nassau County Planning Commission, pursuant to Sections 203 and 1601 of the Nassau County Charter, for a three-year term ending June 29, 2029; and

WHEREAS, such appointment is subject to confirmation by this Legislature; now therefore, be it

RESOLVED, that the appointment by the County Executive of Samantha E. Seter to serve on the Nassau County Planning Commission for a three-year term expiring on June 29, 2029 is hereby confirmed; and be it further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this appointment is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

**COUNTY OF NASSAU**
**OFFICE OF THE NASSAU COUNTY EXECUTIVE**
**1550 Franklin Avenue**
**Mineola, New York 11501**

**APPOINTMENT BY THE COUNTY EXECUTIVE SUBJECT TO CONFIRMATION BY THE LEGISLATURE**

June 12, 2026

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

HONORABLE LEGISLATURE:

PLEASE BE ADVISED, I hereby appoint Samantha E. Seter to replace Denise Gold on the Nassau County Planning Commission for a three-year term expiring on June 29, 2029, pursuant to Sections 203 and 1601 of the County Government Law of Nassau County, effective immediately upon confirmation by the Nassau County Legislature. Ms. Seter's resume is attached for your consideration. Confirmation of this appointment by the County Legislature is hereby respectfully requested.

Very truly yours,

Bruce Blakeman
County Executive

Attachments

ARTHUR T. WALSH
Chief Deputy County Executive

# SAMANTHA E. SETER

## BAR ADMISSION
New York and New Jersey

## EDUCATION
**ST. JOHN'S UNIVERSITY SCHOOL OF LAW**, Queens, New York
Juris Doctor, June 2017 (Evening Division)

**NASSAU COUNTY COMMUNITY COLLEGE**, Garden City, New York
Paralegal Studies, January 2013-May 2013

**SACRED HEART UNIVERSITY**, Fairfield, Connecticut
B.A., Political Science, 2012
**Activities:** NCAA Division I Women's Track and Field Scholarship Athlete

## LEGAL EXPERIENCE
**CERTILMAN BALIN ADLER & HYMAN, LLP,** East Meadow, New York
**Attorney, Corporate/Securities and Nonprofit Group,** November 2017-Present
Advise nonprofit clients, including education corporations and religious organizations, on compliance with state and federal laws and regulations and on governance and corporate matters. Provide counsel to public and privately held entities on various matters including mergers and acquisitions, employment contracts, shareholders' agreements, operating agreements and partnership and joint venture agreements.

**PARKER WAICHMAN LLP,** Port Washington, New York
**Paralegal, Mass Torts Unit,** January 2011 – October 2017
Conducted legal research for managing partner and drafted internal-memoranda. Prepared and filed pleadings, discovery demands and responses. Assisted attorneys in document review projects, utilizing various document review platforms. Drafted correspondence to clients and opposing counsel.

## COMMUNITY SERVICE
**CONSTANTINOPLE ARMENIAN RELIEF SOCIETY ("C. A. R. S.")**, Bayside, New York
Member and Legal Advisor, June 2016 – Present
**LAWYERS INVOLVED IN KIDS' EDUCATION ("LIKE")**, Uniondale, New York
Mentor, November 2017– Present
**ARMENIAN CHURCH OF THE HOLY MARTYRS**, Bayside, New York
Member and Legal Advisor, June 2023 – Present
**CATHOLIC LAWYERS GUILD OF NASSAU COUNTY**, Mineola, New York
Member, January 2024– Present

## PROFESSIONAL DEVELOPMENT
**JOHN F. KENENDY SCHOOL OF GOVERNMENT AT HARVARD UNIVERSITY, EXECUTIVE EDUCATION** "MOBILIZING YOUR NONPROFIT BOARD," 2019

## HONORS
**NEW YORK METRO SUPER LAWYERS RISING STAR: 2022, 2023, 2024**

# NASSAU COUNTY LEGISLATURE

## 16th TERM MEETING AGENDA

# PUBLIC WORKS COMMITTEE

**JUNE 15TH, 2026 1:00 PM**

**Michael Giangregorio, Chairman**
**James Kennedy, Vice Chairman**
**Scott Strauss**
**Patrick Mullaney**
**Arnold Drucker, Ranking**
**Viviana Russell**
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

**Scan the QR code to submit written public comment, which will be incorporated into the record[illegible]ing.**

| Clerk Item No. | Proposed by | Assigned to | **Summary:** |
|---|---|---|---|
| **153-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REPLACEMENT OF MERRICK ROAD OVER WHALE NECK CREEK BRIDGE, PIN 0762.28, BIN 3360510 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 153-26 (PW) |
| **154-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REHABILITATION OF MIDDLE NECK ROAD OVER THE LONG ISLAND RAIL ROAD BRIDGE, PIN 0761.64, BIN 3364570 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 154-26 (PW) |

# NASSAU COUNTY LEGISLATURE

## 16TH TERM MEETING AGENDA

# RULES COMMITTEE ADDENDUM

## JUNE 15TH , 2026 1:00 PM

**Howard Kopel – Chairman**
**Thomas McKevitt – Vice Chairman**
**John Giuffré**
**James Kennedy**
**Delia DeRiggi-Whitton– Ranking**
**Arnold W. Drucker**
**Scott M. Davis**

**Michael C. Pulitzer, Clerk of the Legislature**

**Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.**

| Clerk Item No. | Proposed By | Assigned To | **Summary:** |
|---|---|---|---|
| **152-26** | **OCD** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO FILE AN APPLICATION FOR FEDERAL ASSISTANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 152-26 (OCD) |
| **153-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REPLACEMENT OF MERRICK ROAD OVER WHALE NECK CREEK BRIDGE, PIN 0762.28, BIN 3360510 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 153-26 (PW) |
| **154-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REHABILITATION OF MIDDLE NECK ROAD OVER THE LONG ISLAND RAIL ROAD BRIDGE, PIN 0761.64, BIN 3364570 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 154-26 (PW) |
| **155-26** | **VS** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE VETERANS OF FOREIGN WARS (VFW) POST 325 GARDEN CITY TO THE NASSAU COUNTY VETERANS SERVICE AGENCY. 155-26 (VS) |
| **156-26** | **PD** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 156-26 (PD) |

| | | | |
|---|---|---|---|
| **157-26** | **OMB** | **F, R** | **<u>ORDINANCE NO. – 2026</u>**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE TO MODIFY CERTAIN DEPARTMENTAL BUDGETS. 157-26 (OMB) |
| **159-26** | **AT** | **F, R** | **<u>RESOLUTION NO. - 2026</u>**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *CHANDLER V. NASSAU COUNTY*, ET AL. INDEX NO. 614954/2019, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE 159-26 (AT) |
| **160-26** | **AT** | **F, R** | **<u>RESOLUTION NO. - 2026</u>**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED MATTER OF THE APPLICATION OF NATHAN B. O'CONNELL V. COUNTY OF NASSAU, INDEX NO. 608229/2024 AND COUNTY OF NASSAU V. THE POLICE BENEVOLENT ASSOCATION OF THE POLICE DEPARTMENT OF THE COUNTY OF NASSAU, NY INC., INDEX NO. 613372/2023, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE 160-26 (AT) |
| **161-26** | **OMB** | **F, R** | **<u>RESOLUTION NO. - 2026</u>**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL FUNDING AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND THE SOUTH NASSAU WATER AUTHORITY 161-26 (OMB) |
| **162-26** | **CE** | **R** | **<u>RESOLUTION NO. - 2026</u>**<br>A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE VERY REV. CANON MICHAEL T. SNIFFEN, PH.D. TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS 162-26 (CE) |
| **163-26** | **CE** | **R** | **<u>RESOLUTION NO. - 2026</u>**<br>A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE'S APPOINTMENT OF SAMANTHA E. SETER TO THE NASSAU COUNTY PLANNING COMMISSION<br>163-26 (CE) |

| | | | |
|---|---|---|---|
| **164-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF CLAIMANT AS SET FORTH IN WORKER'S COMPENSATION CLAIMS D/A 03/07/2021 AND CLAIM NUMBER NCTA2108 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.<br>164-26 (AT) |
| **165-26** | **CE** | **R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE'S APPOINTMENT OF ABRAHAM HAMRA TO THE NASSAU COUNTY PLANNING COMMISSION<br>163-26 (CE) |
| **B-8-26** | **PW** | **R** | **RULES RESOLUTION NO. – 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC. B-8-26 (PW) |

# NASSAU COUNTY LEGISLATURE

## 16th TERM MEETING AGENDA

# FINANCE COMMITTEE ADDENDUM

**JUNE 15TH , 2026 1:00 PM**

**Thomas McKevitt – Chairman**
**Michael Giangregorio – Vice Chairman**
**James Kennedy**
**Rose Marie Walker**
**Carrié Solages – Ranking**
**Debra Mulé**
**Olena Nicks**

**Michael C. Pulitzer, Clerk of the Legislature**

**Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.**

| Clerk Item No. | Proposed By | Assigned To | **Summary:** |
|---|---|---|---|
| **152-26** | **OCD** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO FILE AN APPLICATION FOR FEDERAL ASSISTANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 152-26 (OCD) |
| **153-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REPLACEMENT OF MERRICK ROAD OVER WHALE NECK CREEK BRIDGE, PIN 0762.28, BIN 3360510 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 153-26 (PW) |
| **154-26** | **PW** | **PW, F, R** | **RESOLUTION NO. - 2026**<br>AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE REHABILITATION OF MIDDLE NECK ROAD OVER THE LONG ISLAND RAIL ROAD BRIDGE, PIN 0761.64, BIN 3364570 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID AID FOR TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 154-26 (PW) |
| **157-26** | **OMB** | **F, R** | **ORDINANCE NO. – 2026**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE TO MODIFY CERTAIN DEPARTMENTAL BUDGETS. 157-26 (OMB) |

| | | | |
|---|---|---|---|
| **159-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED *CHANDLER V. NASSAU COUNTY*, ET AL. INDEX NO. 614954/2019, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE 159-26 (AT) |
| **160-26** | **AT** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED MATTER OF THE APPLICATION OF NATHAN B. O'CONNELL V. COUNTY OF NASSAU, INDEX NO. 608229/2024 AND COUNTY OF NASSAU V. THE POLICE BENEVOLENT ASSOCATION OF THE POLICE DEPARTMENT OF THE COUNTY OF NASSAU, NY INC., INDEX NO. 613372/2023, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE 160-26 (AT) |
| **161-26** | **OMB** | **F, R** | **RESOLUTION NO. - 2026**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL FUNDING AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND THE SOUTH NASSAU WATER AUTHORITY 161-26 (OMB) |
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